E-FILED
Rachel Dombrowski, Clerk
Appellate Court of Maryland
7/12/2023 12:00 AM

RECORD EXTRACT OF APPELLANT

IN THE
APPELLATE COURT
OF MARYLAND

September Term 2023,
No. 61

JUSTIN HOLDER

Appellant

V.

BENJAMIN ESTES

Appellee

Appeal from the Circuit Court of Washington County
The Honorable Andrew F. Wilkinson

RECORD EXTRACT

Volume 3

JUSTIN HOLDER
APPELLANT

DISTRICT COURT OF MARYLAND FOR Washington County

LOCATED AT (COURT ADDRESS)
36 W Antietam St, Hagerstown, MD 21740

CASE NO.
CV D-112-CV-20-007201

PARTIES

Plaintiff
Benjamin N. Estes
22 Mount Hebron Rd.
Keedysville, Washington County, MD 21756

VS.

Defendant(s):
1. Justin Holder
308 W. Chapline St.
Sharpsburg, Washington County, MD 21782
Serve by: ☐ Certified Mail ☐ Private Process ☐ Constable ☒ Sheriff

2. Serve by: ☐ Certified Mail ☐ Private Process ☐ Constable ☐ Sheriff

3. Serve by: ☐ Certified Mail ☐ Private Process ☐ Constable ☐ Sheriff

4. Serve by: ☐ Certified Mail ☐ Private Process ☐ Constable ☐ Sheriff

ATTORNEYS

For Plaintiff - Name, Address, Telephone Number & Code

COMPLAINT/APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT

☐ $5,000 or under ☒ over $5,000 ~~☒ over $10,000~~

Clerk: Please docket this case in an action of ☐ **contract** ☒ **tort**
☐ **replevin** ☐ **detinue** ☐ **bad faith insurance claim**

The particulars of this case are:

Please see attached Complaint

RECEIVED
2020 JAN 22 A 11:43
CIRCUIT COURT
WASHINGTON

(See Continuation Sheet)

The plaintiff claims $8000, plus interest of $zero, interest at the ☐ legal rate ☐ contractual rate calculated at ____%, from ____ to ____ (____ days x $____ per day) and attorney's fees of $1500 plus court costs.

☐ Return of the property and damages of $ ____ for its detention in an action of replevin.

☐ Return of the property, or its value, plus damages of $____ for its detention in action of detinue.

☒ Other: $3000 in punitive damages and injunctive relief as specified and demands judgment for relief.

Signature of Plaintiff/Attorney/Attorney Code — CPF ID No.

Printed Name: Benjamin N. Estes
Address: 22 Mt. Hebron Rd Keedysville MD 217
Telephone Number: 301 965 0402
Fax: ____
E-mail: estes.ben@gmail.com

MILITARY SERVICE AFFIDAVIT

☐ Defendant(s) ____ (Name) is/are in the military service.

☐ No defendant is in the military service. The facts supporting this statement are: ____

(Specific facts must be given for the Court to conclude that each Defendant who is a natural person is not in the military.)

☒ I am unable to determine whether or not any defendant is in military service.

I hereby declare or affirm under the penalties of perjury that the facts and matters set forth in the aforegoing Affidavit are true and correct to the best of my knowledge, information, and belief.

1-22-20 (Date) — (Signature of Affiant)

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT (See Plaintiff Notice on Back Page)

Attached hereto are the indicated documents which contain sufficient detail as to liability and damage to apprise the defendant clearly of the claim against the defendant, including the amount of any interest claimed.

☐ Properly authenticated copy of any note, security agreement upon which claim is based ☐ Itemized statement of account ☐ Interest worksheet
☐ Vouchers ☐ Check ☒ Other written document ☒ Deed and Plat ☐ Verified itemized repair bill or estimate

I HEREBY CERTIFY: That I am the ☒ plaintiff ☐ ____ of the plaintiff herein and am competent to testify to the matters stated in this Complaint, which are made on my personal knowledge; that there is justly due and owing by the defendant to the plaintiff the sum set forth in the Complaint.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am competent to testify to these matters.

1-22-20 (Date) — (Signature of Affiant)

NOTICE TO DEFENDANT

Before Trial

If you agree that you owe the plaintiff the amount claimed, you may contact the plaintiff (or plaintiff's attorney) before the trial date to arrange payment. **If you wish to contest the claim,** you should notify the clerk's office by filing a Notice of Intent to Defend (located at the bottom of your summons). The case will be set for trial. If you wish to have your witnesses appear at trial, you should contact the clerk's office at least two weeks before the trial date to request subpoenas, and you should bring to court on the trial date any evidence you want the court to consider. **If you do nothing,** a judgment could be entered against you.

If Judgment is Entered Against You (If You Lose)

IF YOU DISAGREE WITH THE COURT'S RULING, you may:

1. **APPEAL** to the circuit court, by filing a Notice of Appeal in the District Court within **30 days** after the entry of judgment. You will have to pay a filing fee (see Guide to Appeal Fees, DCA-109A), unless the court determines that you are indigent. If the amount of the claim, not counting court costs, interest, and attorney's fees, is:
   - **more than $5,000,** you will also have to order and pay for a transcript of the District Court trial record, by contacting the District Court clerk's office (see Transcripts & Recordings Brochure, DCA-027BR).
   - **$5,000 or less,** you will have a new trial in the circuit court.

   On your trial date you should bring with you any evidence that you want the court to consider.
2. File a **MOTION FOR A NEW TRIAL** within **10 days** after the entry of judgment, stating your reasons clearly. If the court denies your motion, you may still file an appeal; if the court grants your motion, you must appear in the District Court for a new trial.
3. File a **MOTION TO ALTER OR AMEND THE JUDGMENT** within **10 days** after entry of judgment.
4. File a **MOTION TO REVISE OR VACATE THE JUDGMENT** within **30 days** after entry of judgment.

IF YOU DECIDE NOT TO APPEAL AND NOT TO FILE ONE OF THE ABOVE MOTIONS, you may contact the plaintiff or plaintiff's attorney to arrange to pay the amount owed. If you do not pay the amount owed, the plaintiff or plaintiff's attorney may initiate further proceedings to enforce the judgment, including:

1. **Interrogatories:** You must answer these written questions about your income and assets in writing under penalties of perjury.
2. **Oral Examination:** You must appear in court to testify in response to questions about your assets and income.
3. **Writ of Execution:** The court may issue a writ requiring the sale or seizure of any of your possessions except, with some exceptions, property that is exempt from execution. The exemptions are explained in detail on the reverse side of the Writ of Execution form, DC-CV-040. Further, the court could order you to pay additional expenses such as towing, moving, storage fees, advertising costs, and auctioneer's fees incurred in executing the writ.
4. **Garnishment of Property:** The court may issue a writ ordering a bank or other agent to hold your assets until further court proceedings.
5. **Garnishment of Wages:** The court may issue a writ ordering your employer to withhold a portion of your wages to pay your debt. The law provides certain exemptions from garnishment.

If you have any questions, you should consult an attorney. The clerk of the court is not permitted to give you legal advice. More information can be found in court brochures located in the clerk's office or online at: http://www.mdcourts.gov/district/public_brochures.html.

NOTICE TO PLAINTIFF

REQUESTING A JUDGMENT BY AFFIDAVIT OR DEFAULT:
Federal Law requires the filing of a military service affidavit. Information about the Servicemembers Civil Relief Act and the required affidavit can be found on the court's website at: http://mdcourts.gov/reference/scra.html.

AFTER THE COURT ENTERS A JUDGMENT:

1. If the court enters a judgment for a sum certain, you have the right to file for a lien on real property.
2. If you disagree with the outcome of the case, you have the same post-trial rights as the defendant does: you may file an Appeal, a Motion for New Trial, a Motion to Alter or Amend the Judgment or a Motion to Revise or Vacate the Judgment. See above for further information concerning these rights.

COMPLAINT

Parties and Jurisdiction:

1. Benjamin N. Estes, the Plaintiff, is an adult individual and is a resident of Keedysville, Washington County, MD.

2. Benjamin N. Estes, the Plaintiff, is the landowner of record, holding property in fee simple of a home and surrounding lands of 22 Mount Hebron Rd., Keedysville, Washington County, MD including lands more particularly shown and designated as Lot 2 in that certain plat of subdivisions entitled "Preliminary/Final Plat of Subdivision of Lot 2 for M. Yvonne and Maxwell B. Hope, II" prepared by Frederick, Seibert and Associates dated September 27, 2006 and designated as job # 1967.2 and recorded in Plat folio 9186 among the plat records maintained by the Clerk of the Circuit Court for Washington County, Maryland (hereinafter referred to as the "Plaintiff's Property").

3. All of the Plaintiff's Property, and all of the events averred in this complaint exist and occurred within Washington County, MD.

4. Justin Holder, the Defendant, is an adult individual and is a resident of Sharpsburg, Washington County, Maryland.

Complaint & Factual Background:

5. Sometime between the dates of 4-6-2018 and 12-31-2019 Defendant Justin Holder by himself or through the use of his agents did knowingly and intentionally enter and trespass onto the Plaintiff's Property without the knowledge and consent of the Plaintiff.

6. Sometime between the dates of 4-6-2018 and 12-31-2019 Defendant Justin Holder by himself or through the use of his agents did knowingly and intentionally destroy property on the Plaintiff's property, by knowingly and intentionally removing, cutting or otherwise clearing and destroying trees, shrubs, underbrush, and/or other plants and or vegetation with full knowledge that he or his agents did not have the permission, implied or otherwise, of the Plaintiff, and knowing such vegetation was wholly located on the Plaintiff's Property.

7. On 12-31-2019 at a meeting between the Plaintiff and the Defendant which took place at the end of Antietam Drive in Keedysville, Washington County, MD the Defendant did state and acknowledge to the Plaintiff that he and/or his agents had knowingly and intentionally entered the property of the Plaintiff and removed plants, alders, trees, underbrush and or vegetation knowing such plants alders, trees, underbrush and or vegetation were located entirely on the Plaintiff's property.

8. On 12-31-2019 at a meeting between the Plaintiff and the Defendant which took place at the end of Antietam Drive in Keedysville, Washington County, MD the Defendant did state and acknowledge to the Plaintiff that he and/or his agents had knowledge that the area of the Plaintiff's property that the Defendant had caused to be cleared was the property of the Plaintiff because surveyor's flags had been placed and were still in place and were still clearly visible.

9. On 12-31-2019 at a meeting between the Plaintiff and the Defendant which took place at the end of Antietam Drive in Keedysville, Washington County, MD the Defendant did show the Plaintiff that he and/or his agents had knowledge that the area of the Plaintiff's property that the Defendant had caused to be cleared was the property of the Plaintiff by personally showing the Plaintiff clearly visible property boundaries and surveyor's flags and personally showing the Plaintiff the areas which had been cleared by the Defendant.

10. On 12-31-2019 at a meeting between the Plaintiff and the Defendant which took place at the end of Antietam Drive in Keedysville, Washington County , MD the Defendant did state to the Plaintiff that he and/or his agents had cleared shrubs, alders, underbrush that he knew at the time of removal was not on the Defendant's property.

11. On 1-3-2020 the Defendant did send the Plaintiff a survey prepared by Frederick Seibert and Associates that he had in his prior possession dating back at least 6 months, certified April 6, 2018 indicating he knew where the Plaintiff's property lines existed at all times during the Defendant's clearing, cutting, removing and destroying the Plaintiff's property.

12. On January 19, 2019 Defendant admitted to clearing Plaintiff's land by stating in a text message that "I removed an old fence on the property that was a hazard. I looked across the creek and saw a nice creek bank. I thought it was common courtesy to clean up a mess on your side as well."

13. On 1-18-2019 the Defendant did state to the Plaintiff via text message that he intends to continue to enter onto the Plaintiff's land and continue to clear or otherwise remove vegetation that lies entirely on the Plaintiff's property by writing "Please maintain your property or I will."

14. The approximate square footage of the Plaintiff's land cleared, cut and otherwise destroyed by the Defendant is 2000 plus square feet.

15. The approximate number of trees, shrubs, plants or other vegetation that existed entirely on the Plaintiff's land that was cleared, cut and otherwise destroyed by the Defendant is impossible to know exactly as they have all been destroyed/cut; however, the number of plants destroyed is most likely greater than 100, including, among other vegetation-at least a 10 year old walnut tree, other walnut trees,numerous bushes, most likely spice bushes, sycamore seedlings, box elder seedlings/trees, wild rose bushes and other common plants of the Mayland floodplain.

16. The Plaintiff has owned or rented the land cleared, cut, and otherwise destroyed by the Defendant for a period of greater than 9 years and has never allowed the land to be destroyed or altered in any way by human hands, making a large part, if not all of the growth and vegetation and trees by the Defendant at least 9 years old.

17. All of the land, trees, shrubs and plants on the Plaintiff's land cleared, cut and or otherwise destroyed by the Defendant lie entirely within the 100 year floodplain and well within the Little Antietam Stream buffer zone, no more than 200 feet at the furthest point from the Little Antietam perennial streambed.

18. All of the land, trees, shrubs and plants on the Plaintiff's land cleared, cut and or otherwise destroyed by the Defendant lying entirely within the 100 year floodplain and well within the Little Antietam Stream buffer zone are of significant environmental importance and are priorities

for retention and protection of the watershed and floodplain and as such should not have been disturbed.

Damages:

19. As a direct and proximate result of the Defendant's or the Defendant's agents' unauthorized entrance onto the Plaintiff's property between the dates of 4-6-2018 and 12-31-2019 and as a direct and proximate result of the Defendant's and or the Defendant's agents clearing and removal of vegetation from the Plaintiff's property between the dates of 4-6-18 and 12-31-2019 the Plaintiff, among other things, has suffered significant damage to Plaintiff's property rights including, but not limited to his exclusive possession of his land and/ or his use and enjoyment of his land.

20. As a direct and proximate result of the Defendant's or the Defendant's agents' entrance onto the Plaintiff's property between the dates of 4-6-2018 and 12-31-2019 and as a direct and proximate result of the Defendant's and or the Defendant's agents clearing and removal of vegetation from the Plaintiff's property between the dates of 4-6-18 and 12-31-2019 the Plaintiff, among other things, has suffered significant damage to Plaintiff's property including but not limited to the removal of such vegetation, trees, shrubs, alders, etc. which were of significant value to the Plaintiff, and have been removed and damaged forever.

21. The injuries and damages herein complained of were directly and proximately caused by the Defendant, with no actions on the part of Plaintiff contributing thereto.

22. Defendant threatens and asserts that he will continue to trespass, and therefore continue to deprive Plaintiff of Plaintiff's right to exclusive possession of the property. Plaintiff is informed and believes, and on the basis of that information and belief alleges, that unless restrained by this Court, the Defendant will continue to trespass against Plaintiff's property. Such trespassory conduct by the Defendant will result in irreparable harm to Plaintiff and the Plaintiff's property.

Prayer for Relief:

Wherefore, Plaintiff requests judgment against the Defendant, as follows:

23. Defendant be enjoined during the pendency of this action, and permanently thereafter, from entering upon the Plaintiff's Property and from clearing, removing, or altering in any manner the Plaintiff's property;

24. General damages in the amount of $8000.00, an amount necessary to replant and regrow the vegetation that has been removed and to restore the area to its natural appearance, as well an amount necessary to compensate the Plaintiff for damage to his property rights;

25. Punitive damages in the amount of $3000 for knowingly, willfully, and intentionally entering onto the Plaintiff's property and knowingly, willfully, and intentionally clearing, removing, cutting vegetation from the Plaintiff's property without the Plaintiff's approval and for doing so in an

environmentally sensitive area;

26. Attorney fees of $1500.00;

27. Costs of suit; and

28. Any other and further relief that the Court considers proper.

Benjamin N. Estes

Plaintiff

1-22-20

Date

Case Number: D-112-CV-20-007201

REFUND TO:

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief and do further affirm I am a competent person over 18 years of age and not party to the case.

Print Name of Process Server

Address

City, State, Zip | Telephone

"Insert Barcode Here"

Signature of Process Server | Date

NOTICE OF INTENTION TO DEFEND

Case Number: D-112-CV-20-007201
Defendant: Justin Holder
Trial Date: 3/27/2020

NOTICE: **If you contest the claim** or any part thereof, you must complete this Notice of Intention to Defend and file with the court listed at the top of this summons no later than ☒ 15 days ☐ 60 days after you receive this Summons and be present in court on the trial date. If you do not appear, judgment by default or the relief sought may be granted.

ATTENTION CORPORATIONS & LLCs: this Notice must be filed by an attorney, and you must be represented at trial by an attorney. EXCEPTION: where the amount claimed doesn't exceed $5,000.00, corporations may be represented by an officer; LLCs may be represented by a member. Both may be represented by a properly designated employee. See Maryland Annotated Code, Business Occupations and Professions, § 10-206(b)(4) for further details, and for information regarding partnerships and sole proprietorships.

To request a foreign language interpreter or a reasonable accommodation under the Americans with Disabilities Act, please contact the court immediately. Possession and use of cell phones and other electronic devices may be limited or prohibited in designated areas of the court facility.

SEE NOTICE TO DEFENDANT ON COMPLAINT FORM FOR IMPORTANT INFORMATION

I intend to be present at the trial of this claim and demand proof of the Plaintiff's claim.

Brief explanation of defense: I did not damage any trees on Ben Estes Land.

6-18-20
Date

Justin Holder
Signature

Justin Holder
Printed Name

308 W Chapline St
Address

Sharpsburg MD 21782
City, State, Zip

240 354 2008
Home/Work Telephone Number

Fax

JHolder2004@Gmail.com
Email

E-FILED; Washington District Court
Docket: 9/13/2020 9:44 PM; Submission: 9/13/2020 9:44 PM

IN THE DISTRICT COURT OF MARYLAND FOR WASHINGTON COUNTY

BENJAMIN N. ESTES
22 Mount Hebron Rd.
Keedysville,
Washington County, MD 21756
– Plaintiff

vs.

CASE NO.: D-112-CV-20-007201

JUSTIN HOLDER
308 West Chapline Street
Sharpsburg, MD 21782
--Defendant

UNCLE EDDIE'S BROKEN DOWN PALACE, LLC
308 West Chapline Street
Sharpsburg, MD 21782
--Defendant

DEENA HOLDER
308 West Chapline Street
Sharpsburg, MD 21782
--Defendant

* * * * * * * * * * * *

AMENDED COMPLAINT

COMES NOW the Plaintiff, Benjamin Evan, by and through his attorney, Brendan M. Callahan, and files this Amended Complaint in the above-captioned case:

Parties and Jurisdiction:

1. Benjamin N. Estes, the Plaintiff, is an adult individual and is a resident of Keedysville, Washington County, MD.
2. Benjamin N. Estes, the Plaintiff, is the landowner of record, holding property in fee simple of a home and surrounding lands of 22 Mount Hebron Rd., Keedysville, Washington County, MD including lands more particularly shown and designated as Lot 2 in that certain plat of subdivisions entitled "Preliminary/Final Plat of Subdivision of Lot 2 for M. Yvonne and Maxwell

B. Hope, II" prepared by Frederick, Seibert and Associates dated September 27, 2006 and designated as job # 1967.2 and recorded in Plat folio 9186 among the plat records maintained by the Clerk of the Circuit Court for Washington County, Maryland (hereinafter referred to as the "Plaintiff's property").

3. All of the Plaintiff's property, and all of the events averred in this Complaint exist and occurred within Washington County, MD.
4. Justin Holder, Defendant, is an adult individual and is a resident of Sharpsburg, Washington County, Maryland.
5. Uncle Eddie's Broken Down Palace, LLC, Defendant, is the landowner of record of 28 Antietam Drive, Keedysville, Washington County, MD.
6. Uncle Eddie's Broken Down Palace, LLC, (a New Mexico LLC with no registered agent in the State of Maryland) Defendant, has a local address of 308 West Chapline Street, Sharpsburg, Washington County, MD.
7. Deena Holder, Defendant, is an adult individual and is a resident of Sharpsburg, Washington County, Maryland.
8. Deena Holder, Defendant, is the Member of Uncle Eddie's Broken Down Palace, LLC, a New Mexico, LLC.

Complaint & Factual Background:

9. Between the dates of 10-1-2018 and 2-14-2020 Defendant Justin Holder repeatedly knowingly and intentionally entered and trespassed onto the Plaintiff's property located at 22 Mount Hebron Rd., Keedysville, Washington County, MD, ("hereinafter referred to as the "Plaintiff's property") without the knowledge and consent of the Plaintiff.

10. Between the dates of 10-1-2018 and 2-14-2020 Defendant Justin Holder, by himself or through his agents did knowingly and intentionally destroy property on the Plaintiff's property, by knowingly and intentionally removing, cutting or otherwise clearing and destroying trees, shrubs, underbrush, and/or other plants and or vegetation with full knowledge that he or his agents did not have the permission, implied or otherwise, of the Plaintiff, and knowing such vegetation was wholly located on the Plaintiff's property.

11. Between the dates of 10-1-2018 and 2-14-2020 Defendant Uncle Eddie's Broken Down Palace, LLC , the landowner of record of lands abutting the Plaintiff's property, did aid, abet, allow and/ or counsel Defendant Justin Holder to willfully, negligently, recklessly, wrongfully, or maliciously enter upon the Plaintiff's property without permission of the Plaintiff, in order to cut, burn, or otherwise injure or destroy, trees, timber, and other valuable vegetation on the Plaintiff's property, and Justin Holder and others were acting in concert with Uncle Eddie's Broken Down Palace, LLC to commit the Trespass and destruction of Plaintiff's property.

12. Between the dates of 10-1-2018 and 2-14-20 Defendant Deena Holder, the only known Member of Uncle Eddie's Broken Down Palace, LLC , did aide, abett, allow and/or counsel Defendant Justin Holder to willfully, negligently, recklessly, wrongfully, or maliciously enter upon the Plaintiff's property without permission of the Plaintiff, in order to cut, burn, or otherwise injure or destroy, trees, timber, and other valuable vegetation on the Plaintiff's property.

13. On 12-31-2019 at a meeting between the Plaintiff and the Defendant Justin Holder which took place at the end of Antietam Drive in Keedysville, Washington County, MD the Defendant Justin Holder did state and acknowledge to the Plaintiff that he and/or his agents had knowingly and intentionally entered the Plaintiff's property through the property owned by Defendant Uncle Eddie's Broken Down Palace, LLC and/or Defendant Deena Holder and removed plants, alders, trees, underbrush and or vegetation knowing such plants alders, trees, underbrush and or vegetation were located entirely on the Plaintiff's property.

14. On 12-31-2019 at a meeting between the Plaintiff and the Defendant Justin Holder which took place at the end of Antietam Drive in Keedysville, Washington County, MD the Defendant Justin Holder did state and acknowledge to the Plaintiff that he and/or his agents had knowledge that the area of the Plaintiff's property that the Defendant Justin Holder had caused to be cleared was the property of the Plaintiff because surveyor's flags had been placed and were still in place and were still clearly visible.

15. On 12-31-2019 at a meeting between the Plaintiff and the Defendant Justin Holder which took place at the end of Antietam Drive in Keedysville, Washington County, MD the Defendant Justin Holder did show the Plaintiff that he and/or his agents had knowledge that the area of the Plaintiff's property that the Defendant Justin Holder had caused to be cleared was the property of the Plaintiff by personally showing the Plaintiff clearly visible property boundaries and surveyor's flags and personally showing the Plaintiff the areas which had been cleared by the Defendant Justin Holder.

16. On 1-3-2020 the Defendant Justin Holder did send the Plaintiff a survey prepared by Frederick Seibert and Associates that he had in his prior possession dating back at least 6 months, certified April 6, 2018 indicating he knew where the Plaintiff's property lines existed at all times during the Defendant's Justin Holder's clearing, cutting, removing and destroying the Plaintiff's property.

17. On January 19, 2020 Defendant Justin Holder admitted to clearing Plaintiff's land by stating in a text message that "I removed an old fence on the property that was a hazard. I looked across the creek and saw a nice creek bank. I thought it was common courtesy to clean up a mess on your side as well."

18. On 1-18-20 the Defendant Justin Holder did state to the Plaintiff via text message that he intends to continue to enter onto the Plaintiff's land and continue to clear or otherwise remove vegetation that lies entirely on the Plaintiff's property by writing "Please maintain your property or I will."

19. Defendant Uncle Eddie's Broken Down Palace, LLC , a New Mexico limited liability company is the landowner of record of 28 Antietam Drive, Keedysville, Washington County, MD.

20. Defendant Uncle Eddie's Broken Down Palace, LLC is not listed by the Maryland Department of Assessments and Taxation as a corporation registered to do business in the State of Maryland.

21. Defendant Uncle Eddie's Broken Down Palace, LLC does not have a resident agent in the State of Maryland.

22. Defendant Deena Holder, the wife of Defendant Justin Holder is the only known Member of Uncle Eddie's Broken Down Palace, LLC.

23. The only known address for Defendant Uncle Eddie's Broken Down Palace, LLC is 308 West Chapline St., Sharpsburg, MD the residence of Defendants Deena and Justin Holder.

24. The approximate square footage of the Plaintiff's property cleared, cut and otherwise destroyed by the Defendant Justin Holder is 4000 plus square feet.

25. The approximate number of trees, shrubs, plants or other vegetation that existed entirely on the Plaintiff's property that was cleared, cut and otherwise destroyed by the Defendants is impossible to know exactly as they have all been destroyed/cut; however, the number of plants destroyed is most likely greater than 100, including, among other vegetation-at least a 10 year old walnut tree, other walnut trees,numerous bushes, most likely spice bushes, sycamore seedlings, box elder seedlings/trees, wild rose bushes and other common plants of the Maryland floodplain.

26. The Plaintiff has owned or rented the land cleared, cut, and otherwise destroyed by the Defendant Justin Holder for a period of greater than 9 years and has never allowed the land to be destroyed or altered in any way by human hands, making a large part, if not all of the growth and vegetation and trees by the Defendant Justin Holder at least 9 years old.

27. All of the land, trees, shrubs and plants on the Plaintiff's land cleared, cut and or otherwise destroyed by the Defendant Justin Holder lie entirely within the 100 year floodplain and well within the Little Antietam Stream buffer zone, no more than 200 feet at the furthest point from the Little Antietam perennial streambed.

28. All of the land, trees, shrubs and plants on the Plaintiff's land cleared, cut and or otherwise destroyed by the Defendant Justin Holder lying entirely within the 100 year floodplain and well within the Little Antietam Stream buffer zone are of significant environmental importance and are priorities for retention and protection of the watershed and floodplain and as such should not have been disturbed.

Damages:

29. As a direct and proximate result of the Defendants' or the Defendants' agents' unauthorized entrance onto the Plaintiff's property between the dates of 10-1-2018 through 2-14- 2020 and as a direct and proximate result of the Defendants' and or the Defendants' agents clearing and removal of vegetation from the Plaintiff's property between the dates of 10-1-18 through 2-14-2020 the Plaintiff, among other things, has suffered significant damage to Plaintiff's property rights including, but not limited to his exclusive possession of his land and/ or his use and enjoyment of his land.

30. As a direct and proximate result of the Defendants' or the Defendants' agents' entrance onto the Plaintiff's property between the dates of 10-1-2018 and 2-14-20 and as a direct and proximate result of the Defendants' and or the Defendants' agents clearing and removal of vegetation from

the Plaintiff's property between the dates of 10-1-2018 an 2-14--2020 the Plaintiff, among other things, has suffered significant damage to Plaintiff's property including but not limited to the removal of such vegetation, trees, shrubs, alders, etc. which were of significant value to the Plaintiff, and have been removed and damaged forever.

31. The injuries and damages herein complained of were directly and proximately caused by the Defendants, with no actions on the part of Plaintiff contributing thereto.

32. Defendant Justin Holder threatens and asserts that he will continue to trespass, and therefore continue to deprive Plaintiff of Plaintiff's right to exclusive possession of the property. Plaintiff is informed and believes, and on the basis of that information and belief alleges, that unless restrained by this Court, the Defendant will continue to trespass against Plaintiff's property. Such trespassory conduct by the Defendant will result in irreparable harm to Plaintiff and the Plaintiff's property.

Prayer for Relief:

Wherefore, Plaintiff requests judgment against the Defendants, as follows:

33. Defendants be enjoined during the pendency of this action, and permanently thereafter, from entering upon the Plaintiff's property and from clearing, removing, or altering in any manner the Plaintiff's property.

34. Damages in the amount of Thirty Thousand Dollars ($30,000.00) from the Defendant Justin Holder for the removal, cutting, destruction of trees, shrubs and other vegetation on the Plaintiff's land, between the dates of 10-1 -18 and 2-14-20, an amount representing the actual and the allowed statutory damages to the Plaintiff to reseed, replant, and regrow vegetation that the Defendant Justin Holder cut, removed, and or destroyed.

35. Damages in the amount of Thirty Thousand Dollars ($30,000.00), an amount necessary to compensate the Plaintiff for damages to his property by the Defendant Uncle Eddie's Broken Down Palace, LLC for allowing and permitting Defendant Justin Holder or other employees or agents to cut and remove and damage plants, trees and other vegetation on the Plaintiff's property, such damages being permissible in recovery as is indicated in Maryland Natural Resources Section 5-409 (a).

36. Damages in the amount of Thirty Thousand Dollars ($30,000.00), an amount necessary to compensate the Plaintiff for damages to his property by the Defendant Deena Holder for allowing and permitting Defendant Justin Holder or other employees or agents to cut and remove and damage plants, trees and other vegetation on the Plaintiff's property; such damages being permissible in recovery as is indicated in Maryland Natural Resources Section 5-409 (a).

37. Punitive damages from Defendant Justin Holder for knowingly, willfully, and intentionally entering onto the Plaintiff's property and knowingly, willfully, and intentionally clearing, removing, cutting vegetation from the Plaintiff's property without the Plaintiff's approval and for

doing so in an environmentally sensitive area;

38. Attorney fees of $2500.00;

39. Costs of suit; and

40. Any other and further relief that the Court considers proper.

Respectfully Submitted,

/s/ Brendan M. Callahan
Brendan M. Callahan
#9806230081
The Callahan Law Group, LLC
P.O. Box 1091
Prince Frederick, MD 20678
(443) 975-7420
brendan.callahan@callahanlawgroupllc.com

E-FILED; Washington District Court
Docket: 10/27/2020 4:00 PM; Submission: 10/27/2020 4:00 PM

DISTRICT COURT OF MARYLAND FOR WASHINGTON COUNTY

LOCATED AT (COURT ADDRESS)
36 W Antietam Street
Hagerstown, MD 21740

CASE NO.
CV D-112-CV-20-007201

COMPLAINT/APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT
☐ $5,000 or under ☐ over $5,000 ☑ over $10,000

Clerk: Please docket this case in an action of ☐ contract ☑ tort ☐ replevin ☐ detinue ☐ bad faith insurance claim

The particulars of this case are

See Attached Amended Complaint

PARTIES

Plaintiff: Benjamin Estes
22 Mount Hebron Road
Keedysville, MD 21756

VS.

Defendant(s)

1 Justin Holder
308 West Chapline Street
Sharpsburg, MD 21782
Serve by: ☐ Certified Mail ☐ Private Process ☐ Constable ☐ Sheriff

2
Serve by: ☐ Certified Mail ☐ Private Process ☐ Constable ☐ Sheriff

3
Serve by: ☐ Certified Mail ☐ Private Process ☐ Constable ☐ Sheriff

4
Serve by: ☐ Certified Mail ☐ Private Process ☐ Constable ☐ Sheriff

ATTORNEYS

For Plaintiff: Name, Address, Telephone Number & Code
Brendan M. Callahan
P.O Box 1091
Prince Frederick, MD 20678

See Continuation Sheet

The plaintiff claims $ 25,000, plus interest of $ _____, interest at the ☑ legal rate ☐ contractual rate calculated at _____%, from _____ to _____ (_____ days x $ _____ per day) and attorney's fees of $ _____ plus court costs

☐ Return of the property and damages of $ _____ for its detention in an action of replevin

☐ Return of the property, or its value, plus damages of $ _____ for its detention in action of detinue

☑ Other: $25,000 in punitive damages

and demands judgment for relief

Signature of Plaintiff/Attorney/Attorney Code — CPF ID No. #9806230081

Printed Name: Brendan Callahan
Address: P.O. Box 1091 Prince Frederick MD 20678
Telephone Number: 443-975-7420
Fax: _____
E-mail: brendan.callahan@callahanlawgroup.com

MILITARY SERVICE AFFIDAVIT

☐ Defendant(s) _____ is are in the military service

☐ No defendant is in the military service. The facts supporting this statement are _____

Specific facts must be given that support the conclusion that defendant is not in military service. Failure to provide specific facts may result in dismissal of this case.

☑ I am unable to determine whether or not any defendant is in military service.

I hereby declare or affirm under the penalties of perjury that the facts and matters set forth in the aforegoing Affidavit are true and correct to the best of my knowledge, information, and belief.

10-27-20
Date

Signature of Affiant

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT (See Plaintiff Notice on Back Page)

Attached hereto are the indicated documents which contain sufficient detail as to liability and damage to apprise the defendant clearly of the claim against the defendant, including the amount of any interest claimed

☐ Properly authenticated copy of any note, security agreement upon which claim is based ☐ Itemized statement of account ☐ Interest worksheet ☐ Vouchers ☐ Check ☐ Other written document ☐ _____ ☐ Verified itemized repair bill or estimate

I HEREBY CERTIFY: That I am the ☐ plaintiff ☐ _____ of the plaintiff herein and am competent to testify to the matters stated in this Complaint, which are made on my personal knowledge, that there is justly due and owing by the defendant to the plaintiff the sum set forth in the Complaint

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am competent to testify to these matters.

Date

Signature of Affiant

E-FILED; Washington District Court
Docket: 10/27/2020 4:00 PM; Submission: 10/27/2020 4:00 PM

IN THE DISTRICT COURT OF MARYLAND FOR WASHINGTON COUNTY

BENJAMIN N. ESTES 22 Mount Hebron Rd. Keedysville, Washington County, MD 21756 – Plaintiff	*	
vs.	*	CASE NO.: D-112-CV-20-007201
JUSTIN HOLDER 308 West Chapline Street Sharpsburg, MD 21782 --Defendant	*	

* * * * * * * * * * *

AMENDED COMPLAINT

COMES NOW the Plaintiff, Benjamin Evan, by and through his attorney,

Brendan M. Callahan, and files this Amended Complaint in the above-captioned case:

Parties and Jurisdiction:

1. Benjamin N. Estes, the Plaintiff, is an adult individual and is a resident of Keedysville, Washington County, MD.
2. Benjamin N. Estes, the Plaintiff, is the landowner of record, holding property in fee simple of a home and surrounding lands of 22 Mount Hebron Rd., Keedysville, Washington County, MD including lands more particularly shown and designated as Lot 2 in that certain plat of subdivisions entitled "Preliminary/Final Plat of Subdivision of Lot 2 for M. Yvonne and Maxwell B. Hope, II" prepared by Frederick, Seibert and Associates dated September 27, 2006 and designated as job # 1967.2 and recorded in Plat

folio 9186 among the plat records maintained by the Clerk of the Circuit Court for Washington County, Maryland (hereinafter referred to as the "Plaintiff's property").

3. All of the Plaintiff's property, and all of the events averred in this Complaint exist and occurred within Washington County, MD.
4. Justin Holder, Defendant, is an adult individual and is a resident of Sharpsburg, Washington County, Maryland

Complaint & Factual Background:

5. Between the dates of 10-1-2018 and 2-14-2020 Defendant Justin Holder repeatedly knowingly and intentionally entered and trespassed onto the Plaintiff's property located at 22 Mount Hebron Rd., Keedysville, Washington County, MD, ("hereinafter referred to as the "Plaintiff's property") without the knowledge and consent of the Plaintiff.

6. Between the dates of 10-1-2018 and 2-14-2020 Defendant Justin Holder, by himself or through his agents did knowingly and intentionally destroy property on the Plaintiff's property, by knowingly and intentionally removing, cutting or otherwise clearing and destroying trees, shrubs, underbrush, and/or other plants and or vegetation with full knowledge that he or his agents did not have the permission, implied or otherwise, of the Plaintiff, and knowing such vegetation was wholly located on the Plaintiff's property.

7. On 12-31-2019 at a meeting between the Plaintiff and the Defendant Justin Holder which took place at the end of Antietam Drive in Keedysville, Washington County, MD the Defendant Justin Holder did state and acknowledge to the Plaintiff that he and/or his agents had knowingly and intentionally entered the Plaintiff's property and removed plants, alders, trees, underbrush and or vegetation knowing such plants alders, trees, underbrush and or vegetation were located entirely on the Plaintiff's property.

8. On 12-31-2019 at a meeting between the Plaintiff and the Defendant Justin Holder which took place at the end of Antietam Drive in Keedysville, Washington County, MD the Defendant Justin Holder did state and acknowledge to the Plaintiff that he and/or his agents had knowledge that the area of the Plaintiff's property that the Defendant Justin Holder had caused to be cleared was the property of the Plaintiff because surveyor's flags had been placed and were still in place and were still clearly visible.

9. On 12-31-2019 at a meeting between the Plaintiff and the Defendant Justin Holder which took place at the end of Antietam Drive in Keedysville, Washington County, MD the

Defendant Justin Holder did show the Plaintiff that he and/or his agents had knowledge that the area of the Plaintiff's property that the Defendant Justin Holder had caused to be cleared was the property of the Plaintiff by personally showing the Plaintiff clearly visible property boundaries and surveyor's flags and personally showing the Plaintiff the areas which had been cleared by the Defendant Justin Holder.

10. On 1-3-2020 the Defendant Justin Holder did send the Plaintiff a survey prepared by Frederick Seibert and Associates that he had in his prior possession dating back at least 6 months, certified April 6, 2018 indicating he knew where the Plaintiff's property lines existed at all times during the Defendant's Justin Holder's clearing, cutting, removing and destroying the Plaintiff's property.

11. On January 19, 2020 Defendant Justin Holder admitted to clearing Plaintiff's land by stating in a text message that "I removed an old fence on the property that was a hazard. I looked across the creek and saw a nice creek bank. I thought it was common courtesy to clean up a mess on your side as well."

12. On 1-18-20 the Defendant Justin Holder did state to the Plaintiff via text message that he intends to continue to enter onto the Plaintiff's land and continue to clear or otherwise remove vegetation that lies entirely on the Plaintiff's property by writing "Please maintain your property or I will."

13. The approximate square footage of the Plaintiff's property cleared, cut and otherwise destroyed by the Defendant Justin Holder is 4000 plus square feet.

14. The approximate number of trees, shrubs, plants or other vegetation that existed entirely on the Plaintiff's property that was cleared, cut and otherwise destroyed by the Defendant is impossible to know exactly as they have all been destroyed/cut; however, the number of plants destroyed is most likely greater than 100, including, among other vegetation-at least a 10 year old walnut tree, other walnut trees,numerous bushes, most likely spice bushes, sycamore seedlings, box elder seedlings/trees, wild rose bushes and other common plants of the Maryland floodplain.

15. The Plaintiff has owned or rented the land cleared, cut, and otherwise destroyed by the Defendant Justin Holder for a period of greater than 9 years and has never allowed the land to be destroyed or altered in any way by human hands, making a large part, if not all of the growth and vegetation and trees by the Defendant Justin Holder at least 9 years

old.

16. All of the land, trees, shrubs and plants on the Plaintiff's land cleared, cut and or otherwise destroyed by the Defendant Justin Holder lie entirely within the 100 year floodplain and well within the Little Antietam Stream buffer zone, no more than 200 feet at the furthest point from the Little Antietam perennial streambed.

17. All of the land, trees, shrubs and plants on the Plaintiff's land cleared, cut and or otherwise destroyed by the Defendant Justin Holder lying entirely within the 100 year floodplain and well within the Little Antietam Stream buffer zone are of significant environmental importance and are priorities for retention and protection of the watershed and floodplain and as such should not have been disturbed.

Damages:

18. As a direct and proximate result of the Defendant's unauthorized entrance onto the Plaintiff's property between the dates of 10-1-2018 through 2-14- 2020 and as a direct and proximate result of the Defendant and or the Defendant's agents clearing and removal of vegetation from the Plaintiff's property between the dates of 10-1-18 through 2-14-2020 the Plaintiff, among other things, has suffered significant damage to Plaintiff's property rights including, but not limited to his exclusive possession of his land and/ or his use and enjoyment of his land.

19. As a direct and proximate result of the Defendant or the Defendant's agents entrance onto the Plaintiff's property between the dates of 10-1-2018 and 2-14-20 and as a direct and proximate result of the Defendants' and or the Defendants' agents clearing and removal of vegetation from the Plaintiff's property between the dates of 10-1-2018 an 2-14--2020 the Plaintiff, among other things, has suffered significant damage to Plaintiff's property including but not limited to the removal of such vegetation, trees, shrubs, alders, etc. which were of significant value to the Plaintiff, and have been removed and damaged forever.

20. The injuries and damages herein complained of were directly and proximately caused by the Defendant, with no actions on the part of Plaintiff contributing thereto.

21. Defendant Justin Holder threatens and asserts that he will continue to trespass, and therefore continue to deprive Plaintiff of Plaintiff's right to exclusive possession of the

property. Plaintiff is informed and believes, and on the basis of that information and belief alleges, that unless restrained by this Court, the Defendant will continue to trespass against Plaintiff's property. Such trespassory conduct by the Defendant will result in irreparable harm to Plaintiff and the Plaintiff's property.

Prayer for Relief:

Wherefore, Plaintiff requests judgment against the Defendants, as follows:

22. Defendants be enjoined during the pendency of this action, and permanently thereafter, from entering upon the Plaintiff's property and from clearing, removing, or altering in any manner the Plaintiff's property.

23. Damages in the amount of Twenty Five Thousand Dollars ($25,000.00) from the Defendant Justin Holder for the removal, cutting, destruction of trees, shrubs and other vegetation on the Plaintiff's land, between the dates of 10-1 -18 and 2-14-20, an amount representing the actual and the allowed statutory damages to the Plaintiff to reseed, replant, and regrow vegetation that the Defendant Justin Holder cut, removed, and or destroyed.

24. Damages in the amount of Twenty Five Thousand Dollars ($25,000.00), an amount necessary to compensate the Plaintiff for damages to his property by the Defendant Justin Holder or for cutting, removing, and damaging plants, trees and other vegetation on the Plaintiff's property, such damages being permissible in recovery as is indicated in Maryland Natural Resources Section 5-409 (a).

25. Punitive damages of Five Thousand Dollars ($5,000.00) from Defendant Justin Holder for knowingly, willfully, and intentionally entering onto the Plaintiff's property and knowingly, willfully, and intentionally clearing, removing, cutting vegetation from the Plaintiff's property without the Plaintiff's approval and for doing so in an environmentally sensitive area;

26. Attorney fees of $2500.00;

27. Costs of suit; and

28. Any other and further relief that the Court considers proper.

Respectfully Submitted,

/s/ Brendan M. Callahan
Brendan M. Callahan
#9806230081
The Callahan Law Group, LLC
P.O. Box 1091
Prince Frederick, MD 20678
(443) 975-7420
brendan.callahan@callahanlawgroupllc.com

CERTIFICATE OF SERVICE

I DO HEREBY CERTIFY that on this 27th day of October, 2020, a copy of this Amended Complaint was mailed to Justin Holder, 308 West Chapline Street, Sharpsburg, MD 21782.

/s/ Brendan M. Callahan
Brendan M. Callahan

CERTIFICATE OF REDACTION

I DO HEREBY CERTIFY that the foregoing filing does not contain any restricted information under Rule 1-322.1.

/s/Brendan M. Callahan
Brendan M. Callahan

E-FILED; Washington District Court
~~Docket: 10/27/2020 1:39 PM; Submission: 10/27/2020 1:39 PM~~

DISTRICT COURT OF MARYLAND FOR WashingtonCounty

LOCATED AT (COURT ADDRESS)
36 W AntietamSt, HagerstownMD 21740

COMPLAINT/APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT

☐ $5,000 or under ☐ over $5,000 ☒ over $10,000

CASE NO.
CV D-112-CV-20-007201

Clerk: Please docket this case in an action of ☐ contract ☒ tort ☐ replevin ☐ detinue ☐ bad faith insurance claim

The particulars of this case are:

Please see the attached Amended Complaint in Case # D-112-CV-20-007201

(See Continuation Sheet)

PARTIES

Plaintiff
BenjaminEstes
22 Mount HebronRd.
Keedysville,
WashingtonCounty,MD 21756

VS.

Defendant(s):	Serve by:
1. JustinHolder 308WestChaplineStreet SharpsburgMD 21782	☐ Certified Mail ☐ Private Process ☐ Constable ☐ Sheriff
2.	☐ Certified Mail ☐ Private Process ☐ Constable ☐ Sheriff
3.	☐ Certified Mail ☐ Private Process ☐ Constable ☐ Sheriff
4.	☐ Certified Mail ☐ Private Process ☐ Constable ☐ Sheriff

ATTORNEYS

For Plaintiff - Name, Address, Telephone Number & Code

The plaintiff claims $ 25000, plus interest of $ _____, interest at the ☒ legal rate ☐ contractual rate calculated at _____%, from _____ to _____ (_____ days x $ _____ per day) and attorney's fees of $ 2500 plus court costs.

☐ Return of the property and damages of $ _____ for its detention in an action of replevin.

☐ Return of the property, or its value, plus damages of $ _____ for its detention in action of detinue.

☒ Other: $5000in punitive damages and demands judgment for relief.

s/ BrendanM. Callahan #9806230081
Signature of Plaintiff/Attorney/Attorney Code — CPF ID No.

Printed Name: BrendanM. Callahan
Address: P.O.Box 1091PrinceFrederick,MD 20678
Telephone Number: (443)975-7420
Fax: _____
E-mail: brendan.callahan@callahanlawgroupllc.com

MILITARY SERVICE AFFIDAVIT

☐ Defendant(s) _____ (Name) is/are in the military service.

☐ No defendant is in the military service. The facts supporting this statement are: _____

Specific facts must be given for the Court to conclude that each Defendant who is a natural person is not in the military.

☒ I am unable to determine whether or not any defendant is in military service.

I hereby declare or affirm under the penalties of perjury that the facts and matters set forth in the aforegoing Affidavit are true and correct to the best of my knowledge, information, and belief.

10/27/2020 (Date) — s/ BrendanM. Callahan (Signature of Affiant)

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT (See Plaintiff Notice on Back Page)

Attached hereto are the indicated documents which contain sufficient detail as to liability and damage to apprise the defendant clearly of the claim against the defendant, including the amount of any interest claimed.

☐ Properly authenticated copy of any note, security agreement upon which claim is based ☐ Itemized statement of account ☐ Interest worksheet ☐ Vouchers ☐ Check ☐ Other written document ☐ _____ ☐ Verified itemized repair bill or estimate

I HEREBY CERTIFY: That I am the ☐ plaintiff ☐ _____ of the plaintiff herein and am competent to testify to the matters stated in this Complaint, which are made on my personal knowledge; that there is justly due and owing by the defendant to the plaintiff the sum set forth in the Complaint.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am competent to testify to these matters.

Date — Signature of Affiant

NOTICE TO DEFENDANT

Before Trial

If you agree that you owe the plaintiff the amount claimed, you may contact the plaintiff (or plaintiff's attorney) before the trial date to arrange payment. **If you wish to contest the claim**, you should notify the clerk's office by filing a Notice of Intent to Defend (located at the bottom of your summons). The case will be set for trial. If you wish to have your witnesses appear at trial, you should contact the clerk's office at least two weeks before the trial date to request subpoenas, and you should bring to court on the trial date any evidence you want the court to consider. **If you do nothing**, a judgment could be entered against you.

If Judgment is Entered Against You (If You Lose)

IF YOU DISAGREE WITH THE COURT'S RULING, you may:

1. **APPEAL** to the circuit court, by filing a Notice of Appeal in the District Court within **30 days** after the entry of judgment. You will have to pay a filing fee (see Guide to Appeal Fees, DCA-109A), unless the court determines that you are indigent. If the amount of the claim, not counting court costs, interest, and attorney's fees, is:
   - **more than $5,000**, you will also have to order and pay for a transcript of the District Court trial record, by contacting the District Court clerk's office (see Transcripts & Recordings Brochure, DCA-027BR).
   - **$5,000 or less**, you will have a new trial in the circuit court.

   On your trial date you should bring with you any evidence that you want the court to consider.
2. File a **MOTION FOR A NEW TRIAL** within **10 days** after the entry of judgment, stating your reasons clearly. If the court denies your motion, you may still file an appeal; if the court grants your motion, you must appear in the District Court for a new trial.
3. File a **MOTION TO ALTER OR AMEND THE JUDGMENT** within **10 days** after entry of judgment.
4. File a **MOTION TO REVISE OR VACATE THE JUDGMENT** within **30 days** after entry of judgment.

IF YOU DECIDE NOT TO APPEAL AND NOT TO FILE ONE OF THE ABOVE MOTIONS, you may contact the plaintiff or plaintiff's attorney to arrange to pay the amount owed. If you do not pay the amount owed, the plaintiff or plaintiff's attorney may initiate further proceedings to enforce the judgment, including:

1. **Interrogatories:** You must answer these written questions about your income and assets in writing under penalties of perjury.
2. **Oral Examination:** You must appear in court to testify in response to questions about your assets and income.
3. **Writ of Execution:** The court may issue a writ requiring the sale or seizure of any of your possessions except, with some exceptions, property that is exempt from execution. The exemptions are explained in detail on the reverse side of the Writ of Execution form, DC-CV-040. Further, the court could order you to pay additional expenses such as towing, moving, storage fees, advertising costs, and auctioneer's fees incurred in executing the writ.
4. **Garnishment of Property:** The court may issue a writ ordering a bank or other agent to hold your assets until further court proceedings.
5. **Garnishment of Wages:** The court may issue a writ ordering your employer to withhold a portion of your wages to pay your debt. The law provides certain exemptions from garnishment.

If you have any questions, you should consult an attorney. The clerk of the court is not permitted to give you legal advice. More information can be found in court brochures located in the clerk's office or online at: http://www.mdcourts.gov/district/public_brochures.html.

NOTICE TO PLAINTIFF

REQUESTING A JUDGMENT BY AFFIDAVIT OR DEFAULT:

Federal Law requires the filing of a military service affidavit. Information about the Servicemembers Civil Relief Act and the required affidavit can be found on the court's website at: http://mdcourts.gov/reference/scra.html.

AFTER THE COURT ENTERS A JUDGMENT:

1. If the court enters a judgment for a sum certain, you have the right to file for a lien on real property.
2. If you disagree with the outcome of the case, you have the same post-trial rights as the defendant does: you may file an Appeal, a Motion for New Trial, a Motion to Alter or Amend the Judgment or a Motion to Revise or Vacate the Judgment. See above for further information concerning these rights.

E-FILED; Washington District Court
Docket: 10/27/2020 1:39 PM; Submission: 10/27/2020 1:39 PM

IN THE DISTRICT COURT OF MARYLAND FOR WASHINGTON COUNTY

BENJAMIN N. ESTES 22 Mount Hebron Rd. Keedysville, Washington County, MD 21756 – Plaintiff	*	
vs.	*	CASE NO.: D-112-CV-20-007201
JUSTIN HOLDER 308 West Chapline Street Sharpsburg, MD 21782 --Defendant	*	

* * * * * * * * * * *

AMENDED COMPLAINT

COMES NOW the Plaintiff, Benjamin Evan, by and through his attorney, Brendan M. Callahan, and files this Amended Complaint in the above-captioned case:

Parties and Jurisdiction:

1. Benjamin N. Estes, the Plaintiff, is an adult individual and is a resident of Keedysville, Washington County, MD.
2. Benjamin N. Estes, the Plaintiff, is the landowner of record, holding property in fee simple of a home and surrounding lands of 22 Mount Hebron Rd., Keedysville, Washington County, MD including lands more particularly shown and designated as Lot 2 in that certain plat of subdivisions entitled "Preliminary/Final Plat of Subdivision of Lot 2 for M. Yvonne and Maxwell B. Hope, II" prepared by Frederick, Seibert and Associates dated September 27, 2006 and designated as job # 1967.2 and recorded in Plat

folio 9186 among the plat records maintained by the Clerk of the Circuit Court for Washington County, Maryland (hereinafter referred to as the "Plaintiff's property").

3. All of the Plaintiff's property, and all of the events averred in this Complaint exist and occurred within Washington County, MD.
4. Justin Holder, Defendant, is an adult individual and is a resident of Sharpsburg, Washington County, Maryland

Complaint & Factual Background:

5. Between the dates of 10-1-2018 and 2-14-2020 Defendant Justin Holder repeatedly knowingly and intentionally entered and trespassed onto the Plaintiff's property located at 22 Mount Hebron Rd., Keedysville, Washington County, MD, ("hereinafter referred to as the "Plaintiff's property") without the knowledge and consent of the Plaintiff.

6. Between the dates of 10-1-2018 and 2-14-2020 Defendant Justin Holder, by himself or through his agents did knowingly and intentionally destroy property on the Plaintiff's property, by knowingly and intentionally removing, cutting or otherwise clearing and destroying trees, shrubs, underbrush, and/or other plants and or vegetation with full knowledge that he or his agents did not have the permission, implied or otherwise, of the Plaintiff, and knowing such vegetation was wholly located on the Plaintiff's property.

7. On 12-31-2019 at a meeting between the Plaintiff and the Defendant Justin Holder which took place at the end of Antietam Drive in Keedysville, Washington County, MD the Defendant Justin Holder did state and acknowledge to the Plaintiff that he and/or his agents had knowingly and intentionally entered the Plaintiff's property and removed plants, alders, trees, underbrush and or vegetation knowing such plants alders, trees, underbrush and or vegetation were located entirely on the Plaintiff's property.

8. On 12-31-2019 at a meeting between the Plaintiff and the Defendant Justin Holder which took place at the end of Antietam Drive in Keedysville, Washington County, MD the Defendant Justin Holder did state and acknowledge to the Plaintiff that he and/or his agents had knowledge that the area of the Plaintiff's property that the Defendant Justin Holder had caused to be cleared was the property of the Plaintiff because surveyor's flags had been placed and were still in place and were still clearly visible.

9. On 12-31-2019 at a meeting between the Plaintiff and the Defendant Justin Holder which took place at the end of Antietam Drive in Keedysville, Washington County, MD the

Defendant Justin Holder did show the Plaintiff that he and/or his agents had knowledge that the area of the Plaintiff's property that the Defendant Justin Holder had caused to be cleared was the property of the Plaintiff by personally showing the Plaintiff clearly visible property boundaries and surveyor's flags and personally showing the Plaintiff the areas which had been cleared by the Defendant Justin Holder.

10. On 1-3-2020 the Defendant Justin Holder did send the Plaintiff a survey prepared by Frederick Seibert and Associates that he had in his prior possession dating back at least 6 months, certified April 6, 2018 indicating he knew where the Plaintiff's property lines existed at all times during the Defendant's Justin Holder's clearing, cutting, removing and destroying the Plaintiff's property.

11. On January 19, 2020 Defendant Justin Holder admitted to clearing Plaintiff's land by stating in a text message that "I removed an old fence on the property that was a hazard. I looked across the creek and saw a nice creek bank. I thought it was common courtesy to clean up a mess on your side as well."

12. On 1-18-20 the Defendant Justin Holder did state to the Plaintiff via text message that he intends to continue to enter onto the Plaintiff's land and continue to clear or otherwise remove vegetation that lies entirely on the Plaintiff's property by writing "Please maintain your property or I will."

13. The approximate square footage of the Plaintiff's property cleared, cut and otherwise destroyed by the Defendant Justin Holder is 4000 plus square feet.

14. The approximate number of trees, shrubs, plants or other vegetation that existed entirely on the Plaintiff's property that was cleared, cut and otherwise destroyed by the Defendant is impossible to know exactly as they have all been destroyed/cut; however, the number of plants destroyed is most likely greater than 100, including, among other vegetation-at least a 10 year old walnut tree, other walnut trees,numerous bushes, most likely spice bushes, sycamore seedlings, box elder seedlings/trees, wild rose bushes and other common plants of the Maryland floodplain.

15. The Plaintiff has owned or rented the land cleared, cut, and otherwise destroyed by the Defendant Justin Holder for a period of greater than 9 years and has never allowed the land to be destroyed or altered in any way by human hands, making a large part, if not all of the growth and vegetation and trees by the Defendant Justin Holder at least 9 years

old.

16. All of the land, trees, shrubs and plants on the Plaintiff's land cleared, cut and or otherwise destroyed by the Defendant Justin Holder lie entirely within the 100 year floodplain and well within the Little Antietam Stream buffer zone, no more than 200 feet at the furthest point from the Little Antietam perennial streambed.

17. All of the land, trees, shrubs and plants on the Plaintiff's land cleared, cut and or otherwise destroyed by the Defendant Justin Holder lying entirely within the 100 year floodplain and well within the Little Antietam Stream buffer zone are of significant environmental importance and are priorities for retention and protection of the watershed and floodplain and as such should not have been disturbed.

Damages:

18. As a direct and proximate result of the Defendant's unauthorized entrance onto the Plaintiff's property between the dates of 10-1-2018 through 2-14- 2020 and as a direct and proximate result of the Defendant and or the Defendant's agents clearing and removal of vegetation from the Plaintiff's property between the dates of 10-1-18 through 2-14-2020 the Plaintiff, among other things, has suffered significant damage to Plaintiff's property rights including, but not limited to his exclusive possession of his land and/ or his use and enjoyment of his land.

19. As a direct and proximate result of the Defendant or the Defendant's agents entrance onto the Plaintiff's property between the dates of 10-1-2018 and 2-14-20 and as a direct and proximate result of the Defendants' and or the Defendants' agents clearing and removal of vegetation from the Plaintiff's property between the dates of 10-1-2018 an 2-14--2020 the Plaintiff, among other things, has suffered significant damage to Plaintiff's property including but not limited to the removal of such vegetation, trees, shrubs, alders, etc. which were of significant value to the Plaintiff, and have been removed and damaged forever.

20. The injuries and damages herein complained of were directly and proximately caused by the Defendant, with no actions on the part of Plaintiff contributing thereto.

21. Defendant Justin Holder threatens and asserts that he will continue to trespass, and therefore continue to deprive Plaintiff of Plaintiff's right to exclusive possession of the

property. Plaintiff is informed and believes, and on the basis of that information and belief alleges, that unless restrained by this Court, the Defendant will continue to trespass against Plaintiff's property. Such trespassory conduct by the Defendant will result in irreparable harm to Plaintiff and the Plaintiff's property.

Prayer for Relief:

Wherefore, Plaintiff requests judgment against the Defendants, as follows:

22. Defendants be enjoined during the pendency of this action, and permanently thereafter, from entering upon the Plaintiff's property and from clearing, removing, or altering in any manner the Plaintiff's property.

23. Damages in the amount of Twenty Five Thousand Dollars ($25,000.00) from the Defendant Justin Holder for the removal, cutting, destruction of trees, shrubs and other vegetation on the Plaintiff's land, between the dates of 10-1 -18 and 2-14-20, an amount representing the actual and the allowed statutory damages to the Plaintiff to reseed, replant, and regrow vegetation that the Defendant Justin Holder cut, removed, and or destroyed.

24. Damages in the amount of Twenty Five Thousand Dollars ($25,000.00), an amount necessary to compensate the Plaintiff for damages to his property by the Defendant Justin Holder or for cutting, removing, and damaging plants, trees and other vegetation on the Plaintiff's property, such damages being permissible in recovery as is indicated in Maryland Natural Resources Section 5-409 (a).

25. Punitive damages of Five Thousand Dollars ($5,000.00) from Defendant Justin Holder for knowingly, willfully, and intentionally entering onto the Plaintiff's property and knowingly, willfully, and intentionally clearing, removing, cutting vegetation from the Plaintiff's property without the Plaintiff's approval and for doing so in an environmentally sensitive area;

26. Attorney fees of $2500.00;

27. Costs of suit; and

28. Any other and further relief that the Court considers proper.

Respectfully Submitted,

/s/ Brendan M. Callahan
Brendan M. Callahan
#9806230081
The Callahan Law Group, LLC
P.O. Box 1091
Prince Frederick, MD 20678
(443) 975-7420
brendan.callahan@callahanlawgroupllc.com

CERTIFICATE OF SERVICE

I DO HEREBY CERTIFY that on this 27th day of October, 2020, a copy of this Amended Complaint was mailed to Justin Holder, 308 West Chapline Street, Sharpsburg, MD 21782.

/s/ Brendan M. Callahan
Brendan M. Callahan

CERTIFICATE OF REDACTION

I DO HEREBY CERTIFY that the foregoing filing does not contain any restricted information under Rule 1-322.1.

/s/Brendan M. Callahan
Brendan M. Callahan

E-FILED; Washington Circuit Court
Docket: 11/16/2020 6:07 PM; Submission: 11/16/2020 6:07 PM

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

BENJAMIN ESTES *
22 Mount Hebron Rd.
Keedysville, MD 21756 *

Plaintiff *

vs. * Case No. C-21-CV-20-000430

JUSTIN HOLDER *
308 West Chapline Street
Sharpsburg, MD 21782 *

and *

DENNA HOLDER *
308 West Chapline Street
Sharpsburg, MD 21782 *

Defendants *

* * * * * * * * * * *

COMPLAINT

COMES NOW the Plaintiff, Benjamin Estes, by and through his attorney, Brendan M. Callahan, and sues Defendants Justin Holder and Deena Holder, stating:

PARTIES

1. Plaintiff Benjamin Estes is an adult resident of Washington County, Maryland.
2. Defendant Justin Holder is an adult resident of Washington County, Maryland.
3. Defendant Deena Holder is an adult resident of Washington County, Maryland.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the Defendants pursuant to MD. CODE ANN. CTS & JUD. PROC. § 6-102. This Court has jurisdiction over the cause of action pursuant to MD. CODE ANN. CTS & JUD. PROC. § 4-401.

5. This Court is the proper venue pursuant to MD. CODE ANN. CTS & JUD. PROC. § 6-201 because all Defendants reside in Washington County.

FACTS COMMON TO ALL COUNTS

6. Benjamin N. Estes, the Plaintiff, is the landowner of record, holding property in fee simple of a home and surrounding lands of 22 Mount Hebron Rd., Keedysville, Washington County, MD including lands more particularly shown and designated as Lot 2 in that certain plat of subdivisions entitled "Preliminary/Final Plat of Subdivision of Lot 2 for M. Yvonne and Maxwell B. Hope, II" prepared by Frederick, Seibert and Associates dated September 27, 2006 and designated as job # 1967.2 and recorded in Plat folio 9186 among the plat records maintained by the Clerk of the Circuit Court for Washington County, Maryland (hereinafter referred to as the "Plaintiff's property").

7. From October 1, 2018 through the present, Defendant Justin Holder repeatedly knowingly and intentionally entered and trespassed onto the Plaintiff's property located at 22 Mount Hebron Rd., Keedysville, Washington County, MD, ("hereinafter referred to as the "Plaintiff's property") without the consent of the Plaintiff.

8. From October 1, 2018 through the present, Defendant Justin Holder, by himself and through his agents did knowingly and intentionally destroy property on the Plaintiff's property, by knowingly and intentionally removing, cutting or otherwise clearing and destroying trees, shrubs, underbrush, and/or other plants and or vegetation

with full knowledge that he or his agents did not have the permission, implied or otherwise, of the Plaintiff, and knowing such vegetation was wholly located on the Plaintiff's property. Defendant Holder destroyed dozens of trees and bushes, including, among other vegetation, numerous mature walnut trees, numerous spice bushes, sycamore seedlings, box elder seedlings/trees, wild rose bushes and other common plants of the Maryland floodplain.

9. That Defendant has acknowledged that he intentionally entered upon land that he knew belonged to Plaintiff and cut down trees that he knew belonged to Plaintiff.

10. As of the date of this pleading, Defendant continues to enter onto Plaintiff's land and has stated his intention to continue to do so.

Count 1- Trespass to Land

11. Plaintiff incorporates by reference the allegations in paragraphs 1-10 of this Complaint.

12. By intentionally entering on property owned and possessed by Plaintiff, without Plaintiff's consent, and unlawfully and destroying Plaintiff's trees, Defendant Justin Holder has interfered with Plaintiff's interest in the exclusive use and possession of Plaintiff's land, and Plaintiff has suffered damages.

13. That Plaintiff has made repeated demands of Defendant to stay off of the property, but Plaintiff has refused to do so.

14. That the cost of reasonable restoration of the tees and other vegetation destroyed by Plaintiff is Two Hundred Thousand Dollars ($200,000.00).

WHEREFORE, Plaintiff Benjamin Estes demands judgment against Defendant Justin Holder in the amount of Two Hundred Thousand Dollars ($200,000.00), plus interest, costs, attorney's fees, and any and all other relief to which this Honorable Court finds just and appropriate.

Count 2 - Statutory Claim Pursuant to Maryland Natural Resources Article § 5-409

15. Plaintiff incorporates by reference the allegations in paragraphs 1-13 of this Complaint.

16. That Maryland Natural Resources Article, Section 5-409 states:

> (a) Any person, his aiders, abettors, and counsellors, who willfully, negligently, recklessly, wrongfully, or maliciously enters upon lands or premises of another without written permission of the owner of the lands or premises, in order to cut, burn, or otherwise injure or destroy, or cause to be cut, burned, or otherwise injured, or destroyed, any merchantable trees or timber on the land is liable to the party injured or aggrieved in an amount triple the value of the trees or timber cut, burned, or otherwise injured or destroyed, plus the costs of any surveys, appraisals, attorney fees, or court fees in connection with the case. The damages are recoverable in a civil action, as in any other case.

17. That Defendant Justin Holder has cut, burned, injured, and destroyed numerous trees belonging to Plaintiff.

18. That Defendant Deena Holder, the abutter upon whose title Justin Holder relies to access Plaintiff's land, has aided and abetted Defendant Justin Holder.

19. That as a result of Defendant's entering upon Plaintiff's land an cutting, burning, injuring, and destroying Plaintiff's trees and timber, Plaintiff suffered damages.

20. That as a result of Defendant's entering upon Plaintiff's land an cutting,

burning, injuring, and destroying Plaintiff's trees and timber, Plaintiff incurred costs of surveys, appraisals, attorney's fees, and court costs.

WHEREFORE, Plaintiff Benjamin Estes demands judgment against Defendants Justin Holder and Deena Holder in the amount of Two Hundred Thousand Dollars ($200,000.00), plus the cost of appraisals, surveys, interest, costs, attorney's fees, and any and all other relief to which this Honorable Court finds just and appropriate.

Count 3 - Private Nuisance

21. Plaintiff incorporates by reference the allegations in paragraphs 1-19 of this Complaint.

22. That Defendant Justin Holder's unreasonable and intentional conduct in continuing refusal to respect Plaintiff's property rights, along with threats and other continuing harassment, has created annoyance to Plaintiff, a person of ordinary sensibilities, tastes, and habits, and seriously interfered with Plaintiff's ordinary comfort and enjoyment of his home, thus diminishing the value of the use of Plaintiff's property rights.

WHEREFORE, Plaintiff demands judgment against Defendant Justin Holder in the amount of Two Hundred Thousand Dollars ($200,000.00), plus interest, costs, attorney's fees, and any and all other relief to which this Honorable Court finds just and appropriate.

Count 4 - Aiding and Abetting Trespass to Land

23. Plaintiff incorporates by reference the allegations in paragraphs 1-21of this

Complaint.

24. Defendant Deena Holder holds title to the land adjacent to Plaintiff.

25. As the abutting title holder, Deena Holder has provided Justin Holder with the access necessary to repeatedly enter upon Plaintiff's land and injure Plaintiff's property. Defendant Deena Holder's actions have assisted, encouraged, and allowed Defendant Justin Holder to commit the tort of Trespass to Land against Plaintiff.

26. Defendant Deena Holder's aiding and abetting Defendant Justin Holder's tortious injuries to Plaintiff have caused Plaintiff to suffer damages.

WHEREFORE, Plaintiff demands judgment against Defendant Deena Holder in the amount of Two Hundred Thousand Dollars ($200,000.00), plus interest, costs, attorney's fees, and any and all other relief to which this Honorable Court finds just and appropriate.

Respectfully Submitted,

/s/Brendan M. Callahan
Brendan M. Callahan
#9806230081
P.O. Box 1091
Prince Frederick, MD 20678
(443) 975-7420
brendan.callahan@callahanlawgroupllc.com

E-FILED; Washington Circuit Court
Docket: 12/8/2020 12:41 PM; Submission: 12/8/2020 12:41 PM

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

BENJAMIN ESTES,	*	
Plaintiff,	*	
v.	*	**CASE NO.: C-21-CV-20-000430**
JUSTIN HOLDER, et al.	*	
Defendants	*	

****

ANSWER TO COMPLAINT

Defendant, Justin Holder, Pro Se, answers the Complaint for Declaratory, Compensatory and Injunctive Relief filed by Plaintiff Benjamin Estes, stating as follows:

FIRST DEFENSE

Answering the correspondingly numbered paragraphs of the Complaint Defendant avers:

1. Denied
2. Denied
3. Denied.
4. Denied.

SECOND DEFENSE

Plaintiff's Complaint fails to properly state a claim in excess of $75000 as required by MD. Rule 2-305.

THIRD DEFENSE

Plaintiff's Complaint is barred by the Statute of Limitations.

FOURTH DEFENSE

Plaintiff's Complaint is barred by laches.

FIFTH DEFENSE

Plaintiff's Complaint is barred by the doctrine of waiver.

SIXTH DEFENSE

Plaintiff's Complaint is barred by estoppel.

SEVENTH DEFENSE

Plaintiff's Complaint is barred by the lack of necessary parties.

EIGHTH DEFENSE

Plaintiff Complaint is barred by Res Judicata

NINTH DEFENSE

Plaintiff's Complaint is barred by lack of jurisdiction.

TENTH DEFENSE

Plantiff does not hold equitable title to any lands in Keedysville, MD 21756 West of the East Bank of the Little Antietam Creek, lands in which the Plaintiff has alleged counts 1 through 4 occurred.

WHEREFORE, Defendant, Justin Holder, denies Plaintiff's claims and demands judgment and declaratory relief in his favor as to all allegations directed against him, for dismissal of Plaintiff's Complaint and Petition, and for such other relief this Court deems appropriate.

VERIFICATION

I solemnly affirm under the penalties of perjury that the contents of the aforegoing paper are true to the best of my knowledge, information and belief.

Justin Holder

Respectfully submitted,

Justin Holder Pro Se

CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED that on this 1st day of December, 2020, a copy of the foregoing was sent, via electronic case filing to:

Brendan M. Callahan, Esquire
P.O. Box 1091
Prince Frederick, Md 20678

Justin K Holder

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

BENJAMIN ESTES,	*	
Plaintiff,	*	
v.	*	**CASE NO.: C-21-CV-20-000430**
DEENA HOLDER, et al.	*	
Defendants	*	

****

ANSWER TO COMPLAINT

Defendant, Deena Holder, Pro Se, answers the Complaint for Declaratory, Compensatory and Injunctive Relief filed by Plaintiff Benjamin Estes, stating as follows:

FIRST DEFENSE

Answering the correspondingly numbered paragraphs of the Complaint Defendant avers:

1. Denied
2. Denied
3. Denied.
4. Denied.

SECOND DEFENSE

Plaintiff's Complaint fails to properly state a claim in excess of $75000 as required by MD. Rule 2-305.

THIRD DEFENSE

Plaintiff's Complaint is barred by the Statute of Limitations.

FOURTH DEFENSE

Plaintiff's Complaint is barred by laches.

FIFTH DEFENSE

Plaintiff's Complaint is barred by the doctrine of waiver.

SIXTH DEFENSE

Plaintiff's Complaint is barred by estoppel.

SEVENTH DEFENSE

Plaintiff's Complaint is barred by the lack of necessary parties.

EIGHTH DEFENSE

Plaintiff Complaint is barred by Res Judicata

NINTH DEFENSE

Plaintiff's Complaint is barred by lack of jurisdiction.

TENTH DEFENSE

Plantiff does not hold equitable title to any lands in Keedysville, MD 21756 West of the East Bank of the Little Antietam Creek, lands in which the Plaintiff has alleged counts 1 through 4 occurred.

WHEREFORE, Defendant, Deena Holder, denies Plaintiff's claims and demands judgment and declaratory relief in her favor as to all allegations directed against her, for dismissal of Plaintiff's Complaint and Petition, and for such other relief this Court deems appropriate.

VERIFICATION

I solemnly affirm under the penalties of perjury that the contents of the aforegoing paper are true to the best of my knowledge, information and belief.

Deena Holder

Respectfully submitted,

Deena Holder Pro Se

CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED that on this 1ST day of December, 2020, a copy of the foregoing was sent, via electronic case filing to:

Brendan M. Callahan, Esquire
P.O. Box 1091
Prince Frederick, Md 20678

Deena Holder

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

BENJAMIN ESTES **Plaintiff** **v.** **JUSTIN HOLDER, *et al*.** **Defendants**	**Case No. C-21-CV-20-000430**

FIRST AMENDED COMPLAINT

COMES NOW the Plaintiff, Benjamin Estes, by and through his undersigned attorneys, and sues the Defendants Justin Holder and Deena Holder, stating:

Requirements of Md. Real Prop. Code Ann. §14-601, *et seq*.

1. This is a suit to quiet title and/or for ejectment pursuant to Md. Real Prop. §14-108, §14-108.1 and §§14-601, *et seq*.

2. The real property at issue in this case (the "Estes Property") is commonly known as Lot 2, Mt. Hebron Road, Keedysville, Maryland 21756, is identified for taxation purposes by Tax ID No. 19-013316 and is more fully described as:

> Being all of Lot 2 on the Plat of Subdivision entitled "Preliminary/Final Plat of Subdivision of Lot 2 for M. Yvonne & Maxwell B. Hope, II" prepared by Frederick, Seibert & Associates, Inc. dated September 27, 2006 and designated as Job No. 1967.2 and recorded in Plat folio 9186 among the Plat Records maintained by the Clerk of the Circuit Court for Washington County, Maryland; containing 8.28 acres of land, more or less.

3. Plaintiff is the fee simple owner of the Estes Property.

4. The Defendants may claim some interest in a portion of the Estes Property.

5. Plaintiff seeks a determination that (1) Defendants have no right, title or interest in any portion of the Estes Property and (2) Plaintiff is the sole owner thereof.

6. Plaintiff's verification is set forth below.

PARTIES

7. Plaintiff Benjamin Estes is an adult resident of Washington County, Maryland.

8. Defendant Justin Holder is an adult resident of Washington County, Maryland.

9. Defendant Deena Holder is an adult resident of Washington County, Maryland.

JURISDICTION AND VENUE

10. This Court has jurisdiction over the Defendants pursuant to MD. CODE ANN. CTS & JUD. PROC. §16-102. This Court has jurisdiction over the cause of action pursuant to MD. CODE ANN. CTS & JUD. PROC. §4-401.

11. This Court is the proper venue pursuant to MD. CODE ANN. CTS & JUD. PROC. §6-201 because all residents reside in Washington County.

FACTS COMMON TO ALL COUNTS

12. Benjamin N. Estes, the Plaintiff, is the landowner of record of the Estes Property.

13. From October 1, 2018 through the present, Defendant Justin Holder, acting for himself and on behalf of Defendant Deena Holder, repeatedly, knowingly, and intentionally entered and trespassed onto the Estes Property without the consent of the Plaintiff.

14. From October 1, 2018 through the present, Defendant Justin Holder, by himself and through his agents did knowingly and intentionally destroy property on the Estes Property, by knowingly and intentionally removing, cutting or otherwise clearing and destroying trees, shrubs, underbrush, and/or other plants and or vegetation with full knowledge that he or his agents did not have the permission, implied or otherwise, of the Plaintiff, and knowing such vegetation was wholly located on the Estes Property. Defendant Justin Holder destroyed dozens of trees and bushes, including, among other vegetation, numerous mature walnut trees, numerous spice bushes,

sycamore seedlings, box elder seedlings/trees, wild rose bushes and other common plants of the Maryland floodplain.

15. That Defendant Justin Holder has acknowledged that he intentionally entered upon land that he knew belonged to Plaintiff and cut down trees that he knew belonged to Plaintiff.

16. As of the date of this pleading, Defendant Justin Holder continues to enter onto Plaintiff's land and has stated his intention to continue to do so.

17. Deena Holder owns the real property next to the Estes Property located at 25 & 28 Antietam Drive, Keedysville, Maryland (the "Holder Property").

18. Defendants (specifically, Justin Holder, individually and on behalf of Deena Holder) contend that Little Antietam Creek forms the boundary between the Holder Property and Estes Property.

19. However, the chains of title for both properties, including plats of both properties prepared by a licensed surveyor – Frederick Seibert & Associates ("FSA") – separately on behalf of the parties, clearly show that the boundary line between the properties is on the western side of Little Antietam Creek.

20. While FSA acknowledged that its initial plat of the Holder Property contained a minor error in locating the eastern boundary of the Holder Property, it also acknowledged that even if the initial plat of the Holder Property was correct, the shared boundary line *would still be on the western side of Little Antietam Creek.*

21. Either way, some portion of the Estes Property is located on the western side of Little Antietam Creek.

22. Plaintiff is the legal owner of the entirety of the Estes Property, including, but not limited to, all property between the western boundary of the Estes Property and Little Antietam Creek (the "Disputed Area").

23. Defendants have made these claims regarding the location of the shared boundary line knowing that their own chain of title contradicts their claims and solely for the purpose of clouding Plaintiff's title to extract concessions from Plaintiff and to avoid liability for their trespasses.

Count 1- Trespass to Land

24. Plaintiff incorporates by reference the allegations in paragraphs 1-23 of this Complaint.

25. By intentionally entering on property owned and possessed by Plaintiff, without Plaintiff's consent, and unlawfully destroying Plaintiff's trees, Defendant Justin Holder (individually, and on behalf of Defendant Deena Holder) has interfered with Plaintiff's interest in the exclusive use and possession of Plaintiff's land, and Plaintiff has suffered damages.

26. That Plaintiff has made repeated demands of Defendant to stay off of the property, but Plaintiff has refused to do so.

27. That the cost of reasonable restoration of the tees and other vegetation destroyed by Plaintiff is Two Hundred Thousand Dollars ($200,000.00).

WHEREFORE, Plaintiff Benjamin Estes demands judgment against Defendant Justin Holder and Defendant Deena Holder, jointly and severally, in an amount in excess of Seventy Five Thousand Dollars ($75,000.00), plus interest, costs, attorney's fees, and any and all other relief to which this Honorable Court finds just and appropriate.

Count 2 - Statutory Claim Pursuant to Maryland Natural Resources Article § 5-409

28. Plaintiff incorporates by reference the allegations in paragraphs 1-27 of this Complaint.

29. That Maryland Natural Resources Article, Section 5-409 states:

> (a) Any person, his aiders, abettors, and counsellors, who willfully, negligently, recklessly, wrongfully, or maliciously enters upon lands or premises of another without written permission of the owner of the lands or premises, in order to cut, burn, or otherwise injure or destroy, or cause to be cut, burned, or otherwise injured, or destroyed, any merchantable trees or timber on the land is liable to the party injured or aggrieved in an amount triple the value of the trees or timber cut, burned, or otherwise injured or destroyed, plus the costs of any surveys, appraisals, attorney fees, or court fees in connection with the case. The damages are recoverable in a civil action, as in any other case.

30. That Defendant Justin Holder (individually and on behalf of Defendant Deena Holder) has cut, burned, injured, and destroyed numerous trees belonging to Plaintiff.

31. That Defendant Deena Holder, the abutter upon whose title Justin Holder relies to access Plaintiff's land, has aided and abetted Defendant Justin Holder.

32. That as a result of Defendant's entering upon Plaintiff's land and cutting, burning, injuring, and destroying Plaintiff's trees and timber, Plaintiff suffered damages.

33. That as a result of Defendant's entering upon Plaintiff's land and cutting, burning, injuring, and destroying Plaintiff's trees and timber, Plaintiff incurred costs of surveys, appraisals, attorney's fees, and court costs.

WHEREFORE, Plaintiff Benjamin Estes demands judgment against Defendants Justin Holder and Deena Holder, jointly and severally, in an amount in excess of Seventy Five Thousand Dollars ($75,000.00), plus the cost of appraisals, surveys, interest, costs, attorney's fees, and any and all other relief to which this Honorable Court finds just and appropriate.

Count 3 - Private Nuisance

34. Plaintiff incorporates by reference the allegations in paragraphs 1-33 of this Complaint.

35. That Defendant Justin Holder's unreasonable and intentional conduct, for himself and on behalf of Defendant Deena Holder, in continuing refusal to respect Plaintiff's property rights, along with threats and other continuing harassment, has created annoyance to Plaintiff, a person of ordinary sensibilities, tastes, and habits, and seriously interfered with Plaintiff's ordinary comfort and enjoyment of his home, thus diminishing the value of the use of Plaintiff's property rights.

WHEREFORE, Plaintiff demands judgment against Defendant Justin Holder and Defendant Deena holder, jointly and severally, in an amount in excess of Seventy Five Thousand Dollars ($75,000.00), plus interest, costs, attorney's fees, and any and all other relief to which this Honorable Court finds just and appropriate.

Count 4 - Aiding and Abetting Trespass to Land

36. Plaintiff incorporates by reference the allegations in paragraphs 1-35 of this Complaint.

37. Defendant Deena Holder holds title to the Holder Property.

38. As the abutting title holder, Deena Holder has provided Justin Holder with the access necessary to repeatedly enter upon Plaintiff's land and injure Plaintiff's property. Defendant Deena Holder's actions have assisted, encouraged, and allowed Defendant Justin Holder to commit the tort of Trespass to Land against Plaintiff.

39. Defendant Deena Holder's aiding and abetting Defendant Justin Holder's tortious injuries to Plaintiff have caused Plaintiff to suffer damages.

WHEREFORE, Plaintiff demands judgment against Defendant Deena Holder in an amount in excess of Seventy Five Thousand Dollars ($75,000.00), plus interest, costs, attorney's fees, and any and all other relief to which this Honorable Court finds just and appropriate.

Count 5 – Quiet Title

40. Plaintiff incorporates by reference the allegations in paragraphs 1-39 of this Complaint.

41. The Disputed Area is vacant and unoccupied.

42. Plaintiff is in constructive and peaceable possession of the Disputed Area, notwithstanding Defendants' trespasses.

43. Defendants have denied Plaintiff's title to the Estes Property, contending that the western boundary of the Estes Property does not include any land on the western side of Little Antietam Creek.

44. Plaintiff is the rightful, legal owner of the entirety of the Estes Property, including land on the western side of Little Antietam Creek.

45. Pursuant to the common law and Md. Real Prop. Code Ann. §14-108, Plaintiff is entitled to a judgment quieting title to the entirety of the Estes Property in his favor and enjoining the Defendants from further trespass.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment quieting title to the Estes Property in his favor as to Defendants' claims, confirming that the location of the shared boundary line between the Estes Property and Holder Property is consistent with the platted boundaries of the Estes Property, enjoining the Defendants from further trespasses onto the Estes Property, and for such other and further relief as Plaintiff's cause may require.

Count 6 – Ejectment

46. Plaintiff incorporates by reference the allegations in paragraphs 1-45 of this Complaint.

47. In the alternative, and only to the extent that the Court determines that Defendants are in actual or constructive possession of some portion of the Estes Property, Plaintiff is entitled to relief by way of ejectment under Md. Real Prop. Code Ann. §14-108.1.

48. Defendants have denied Plaintiff's title to the Estes Property, contending that the western boundary of the Estes Property does not include any land on the western side of Little Antietam Creek.

49. Defendants have repeatedly and unlawfully entered the Estes Property.

50. Plaintiff is the rightful, legal owner of the entirety of the Estes Property, including land on the western side of Little Antietam Creek.

51. Pursuant to the common law and Md. Real Prop. Code Ann. §14-108.1, Plaintiff is entitled to a judgment ejecting Defendants from the Estes Property, quieting title to the entirety of the Estes Property in his favor and enjoining the Defendants from further trespass.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment ejecting the Defendants from the Estes Property, quieting title to the Estes Property in his favor, confirming that the location of the shared boundary line between the Estes Property and Holder Property is consistent with the platted boundaries of the Estes Property, enjoining the Defendants from further trespasses onto the Estes Property, and for such other and further relief as Plaintiff's cause may require.

Verification

I solemnly affirm under the penalties of perjury that the contents of the foregoing document are true to the best of my knowledge, information and belief.

Benjamin Estes

Respectfully submitted,

McNamee, Hosea, Jernigan, Kim,
Greenan & Lynch, P.A.

/s/ Mark W. Schweitzer
Mark W. Schweitzer, Esq.
CPF No. 9708180005
mschweitzer@mhlawyers.com

/s/ Aaron D. Neal
Aaron D. Neal, Esq.
CPF No. 0712120108
aneal@mhlawyers.com
6411 Ivy Lane, Suite 200
Greenbelt, Maryland 20770
Tel. 301-441-2420
Fax 301-982-9450

Attorneys for the Plaintiff

Certificate of Service

I hereby certify that on this 17th day of March, 2021, the foregoing paper filed via MDEC and thus served electronically upon all counsel of record, including:

Brendan Callahan, Esq.

And via first class mail on:

Justin Holder
308 W. Chapline Street
Sharpsburg, Maryland 21782

Deena Holder
308 W. Chapline Street
Sharpsburg, Maryland 21782

/s/ Aaron D. Neal
Aaron D. Neal, Esq.

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

BENJAMIN ESTES,	*	
	*	
Plaintiff,	*	
	*	
v.	*	**CASE NO.: C-21-CV-20-000430**
	*	
JUSTIN HOLDER, et al.	*	
	*	
Defendants	*	

****

ANSWER TO AMMENDED COMPLAINT

Defendant, Justin Holder, Pro Se, answers the Complaint for Declaratory, Compensatory, Statutory and Injunctive Relief filed by Plaintiff Benjamin Estes, stating as follows:

FIRST DEFENSE

Answering the correspondingly numbered paragraphs of the Complaint Defendant avers:

1. Denied
2. Denied
3. Denied.
4. Admitted
5. Denied
6. Denied
7. Admit
8. Admit
9. Admit

10. Denied
11. Admit
12. Denied
13. Denied
14. Denied
15. Denied
16. Denied
17. Admit
18. Admit
19. Denied
20. Denied
21. Denied
22. Denied
23. Denied
24. Admit
25. Denied
26. Admit Plaintiff had made demands, Deny Defendant acquiesced to any demand;Admit Plaintiff HAS not entered lands on the west of the Little Antietam Creek.
27. Denied
28. Admit
29. Admit
30. Denied

31. Denied
32. Denied
33. Denied
34. Admit
35. Denied
36. Admit
37. Admit
38. Denied
39. Denied
40. Admit
41. Denied
42. Denied
43. Admit
44. Denied
45. Denied
46. Admit
47. Denied
48. Admit
49. Denied
50. Denied
51. Denied
52.

SECOND DEFENSE

Plaintiff's claim fails to meet the Statutory requirements of Maryland Real Property Article 14-108. Plaintiff is not in peaceable possession of the property described in said complaint. The property is not "vacant land" as stated. Action at Law and Proceeding and/or Equity is pending in the Maryland District Court of Washington County that validity of title to said land is the center of said Action in Law, Action(s) being the following case numbers:

D-112-CR-20-004016

D-112-CR-20-004087

D-112-CV-20-007201

THIRD DEFENSE

Plaintiff's Complaint is barred by the Statute of Limitations.

FOURTH DEFENSE

Plaintiff's Complaint is barred by laches.

FIFTH DEFENSE

Plaintiff's Complaint is barred by the doctrine of waiver.

SIXTH DEFENSE

Plaintiff's Complaint is barred by estoppel.

SEVENTH DEFENSE

Plaintiff's Complaint is barred by the failure to join necessary parties.

EIGHTH DEFENSE

Plaintiff Complaint is barred by Rez Judicata

NINTH DEFENSE

Plaintiff's Complaint is barred by lack of jurisdiction.

TENTH DEFENSE

Plantiff does not hold equitable title to any lands in Keedysville, MD 21756 West of the East Bank of the Little Antietam Creek, lands in which the Plaintiff has alleged counts 1 through 6 occurred.

WHEREFORE, Defendant, Justin Holder, denies Plaintiff's claims and demands judgment and declaratory relief in his favor as to all allegations directed against him, for dismissal of Plaintiff's Complaint and Petition, and for such other relief this Court deems appropriate.

VERIFICATION

I solemnly affirm under the penalties of perjury that the contents of the aforegoing paper are true to the best of my knowledge, information and belief.

Justin Holder

Respectfully submitted,

Justin Holder Pro Se

CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED that on this 19th day of March, 2021, a copy of the foregoing was sent, via electronic case filing/ MDEC to:

Brendan M. Callahan, Esquire
P.O. Box 1091
Prince Frederick, Md 20678

Mark W. Schweitzer, Aaron D. Neal, and McNamee, Hosea, Jernigan, Kim, Greenan & Lynch, P.AviaMDEC on Aaron Neal, as McNamee, Hosea, Jernigan, Kim, Greenan & Lynch, P.A 'writ large

and by First Class Mail:

Deena Holder
308 W. Chapline St.
Sharpsburg, Md 21782

Justin K Holder

E-FILED; Washington Circuit Court
Docket: 5/6/2021 2:01 PM; Submission: 5/6/2021 2:01 PM

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

BENJAMIN ESTES

Plaintiff

v.

JUSTIN HOLDER

and

DEENA HOLDER

and

UNCLE EDDIES BROKEDOWN PALACE, LLC
P.O. Box 420
Sharpsburg, Maryland 21782

Serve: Registered Agents, Inc.
530-B Harkle Road, Suite 100
Santa Fe, NM 87505

and

STATE OF MARYLAND, TO THE USE OF THE DEPARTMENT OF NATURAL RESOURCES
2012 Industrial Drive
Annapolis, Maryland 21401

Serve: Brian Frosh, Attorney General
Civil_Service@oag.state.md.us

and

ALL PERSONS UNKNOWN, CLAMING ANY LEGAL OR EQUITABLE RIGHT, TITLE, ESTATE, LIEN OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT ADVERSE TO PLAINTIFF'S TITLE, OR ANY CLOUD

Case No. C-21-CV-20-000430

ON THE PLAINTIFF'S TITLE TO THE PROPERTY

Defendants

SECOND AMENDED COMPLAINT

COMES NOW the Plaintiff, Benjamin Estes, by and through his undersigned attorneys, and sues the Defendants, stating:

Requirements of Md. Real Prop. Code Ann. §14-601, *et seq.*

1. This is a suit for damages, to quiet title and/or for ejectment pursuant to Md. Real Prop. §14-108, §14-108.1 and §§14-601, *et seq*.

2. The real property at issue in this case (the "Estes Property") is commonly known as Lot 2, Mt. Hebron Road, Keedysville, Maryland 21756, is identified for taxation purposes by Tax ID No. 19-013316 and is more fully described as:

> Being all of Lot 2 on the Plat of Subdivision entitled "Preliminary/Final Plat of Subdivision of Lot 2 for M. Yvonne & Maxwell B. Hope, II" prepared by Frederick, Seibert & Associates, Inc. dated September 27, 2006 and designated as Job No. 1967.2 and recorded in Plat folio 9186 among the Plat Records maintained by the Clerk of the Circuit Court for Washington County, Maryland; containing 8.28 acres of land, more or less.

3. Plaintiff is the fee simple owner of the Estes Property.

4. The Defendants may claim some interest in a portion of the Estes Property.

5. Plaintiff seeks a determination that (1) Defendants have no right, title or interest in any portion of the Estes Property, including any lands below any creeks, steams or water on the Estes Property and (2) Plaintiff is the sole owner thereof.

6. Plaintiff's verification is set forth below.

PARTIES

7. Plaintiff Benjamin Estes is an adult resident of Washington County, Maryland.

8. Defendant Justin Holder is an adult resident of Washington County, Maryland.

9. Defendant Deena Holder is an adult resident of Washington County, Maryland.

10. Defendant Uncle Eddies Brokedown Palace LLC ("Uncle Eddies") is a New Mexico limited liability company that may claim an interest in real property located in Washington County, Maryland. Justin Holder is believed to be a manager of Uncle Eddies and Deena Holder is believed to be a member of Uncle Eddies.

11. Defendant State of Maryland to the Use of the Department of Natural Resources ("DNR") is a subdivision of the government of the State of Maryland.

JURISDICTION AND VENUE

12. This Court has jurisdiction over the Defendants pursuant to MD. CODE ANN. CTS & JUD. PROC. §6-103(b)(5).

13. This Court is the proper venue pursuant to MD. CODE ANN. CTS & JUD. PROC. §§ 6-201, 6-202(7) and 6-203.

FACTS COMMON TO ALL COUNTS

14. Benjamin N. Estes, the Plaintiff, is the landowner of record of the Estes Property.

15. From October 1, 2018 through the present, Defendant Justin Holder, acting for himself and/or on behalf of Defendant Deena Holder or Uncle Eddies, repeatedly, knowingly, and intentionally entered and trespassed onto the Estes Property without the consent of the Plaintiff.

16. From October 1, 2018 through the present, Defendant Justin Holder, by himself and/or through his agents did knowingly and intentionally destroy property on the Estes Property, by knowingly and intentionally removing, cutting or otherwise clearing and destroying trees, shrubs, underbrush, and/or other plants and or vegetation with full knowledge that he or his agents did not have the permission, implied or otherwise, of the Plaintiff, and knowing such vegetation

was wholly located on the Estes Property. Defendant Justin Holder destroyed numerous trees, plants and bushes, common to the Maryland floodplain, including, among other vegetation, walnut trees, spice bushes, sycamore seedlings, box elder seedlings/trees, wild rose bushes and other plants, bushes and trees.

17. That Defendant Justin Holder has acknowledged that he intentionally entered upon land that he knew belonged to Plaintiff and cut down trees, plants, shrubs, alders and vegetation that he knew belonged to Plaintiff.

18. As of the date of this pleading, Defendant Justin Holder continues to enter onto Plaintiff's land and has stated his intention to continue to do so.

19. Deena Holder and/or Justin Holder and/or Uncle Eddies claim to own real property located at 28 Antietam Drive, Keedysville, Maryland and may claim an interest in the Estes Property. 28 Antietam Drive is further identified on the Plat attached hereto as Exhibit A as "Proposed Reconfigured Parcel 127".

20. Uncle Eddies and/or Justin Holder and/or Deena Holder claim to own the real property identified on the Plat attached hereto as Exhibit A as "Proposed Reconfigured Parcel 414".

21. Proposed Reconfigured Parcel 127, Proposed Reconfigured Parcel 414, and the predecessor parcels to each shall collectively be described herein as the "Holder Property".

22. Defendants (specifically, Justin Holder, individually and/or on behalf of Deena Holder and/or Uncle Eddies) contend that Little Antietam Creek forms the boundary between the Holder Property and Estes Property.

23. However, the chains of title for both properties, including plats of both properties prepared by a licensed surveyor – Frederick Seibert & Associates ("FSA") – separately on behalf

of the parties, clearly show that the boundary line between the properties is on the western side of Little Antietam Creek.

24. Specifically, the Plat attached hereto as Exhibit A shows the boundary line between the Estes Property and the Holder Property as running, in part, on the west side of Little Antietam Creek. The Estes Property and Holder Property share the portions of the boundary depicted on Exhibit A starting at the point where "L10" ends and "L11" begins, thence running to the opposite end of a line 269.50 long running S25°59'35"W, terminating on/in or near a bridge abutment (the "Shared Boundary").

25. Plaintiff contends that the Shared Boundary shown on Exhibit A accurately depicts the boundary between the Estes Property and Holder Property.

26. While Exhibit A does not, previous plats of the Estes Property and Holder Property appear to have extended the Shared Boundary line into land owned by DNR at the southern end of the Shared Boundary. DNR is the record owner of a former railroad bed running along the southern borders of the Estes Property and Holder Property. While Plaintiff is not aware of any present dispute with DNR regarding the boundaries of the various properties or the location of the Shared Boundary line, DNR is being named here out of an abundance of caution to ensure that all potentially necessary parties are joined.

27. Plaintiff is the legal owner of the entirety of the Estes Property, including, but not limited to, the property located between the western bank of Little Antietam Creek and the Shared Boundary (the "Disputed Area"), as well as any land on the Estes Property that is beneath any creeks, streams or waters within the Estes Property.

28. Defendants have made these claims regarding the location of the shared boundary line knowing that their own chain of title as well as plat(s) that they have recorded contradict their

claims and solely for the purpose of clouding Plaintiff's title to extract concessions from Plaintiff and to avoid liability for their trespasses and destruction of plants, trees, shrubs, alders and undergrowth on the Estes Property.

29. Notwithstanding Plaintiff's clear record title to the Estes Property, including the Disputed Property, even if the Shared Boundary Line was not as indicated on the plats, Plaintiff and his predecessors would have established title to the Disputed Property by adverse possession over a period of at least 25 years, and likely longer.

30. Maxwell Hope and Yvonne Hope purchased the Estes Property in 1993.

31. From 1993 through 2010, the Hopes continuously maintained open, notorious, exclusive and actual possession of the Disputed Property and were the only persons to occupy, maintain or otherwise make use of the Disputed Property during that time frame.

32. In 2010, Plaintiff began leasing the Estes Property from the Hopes and in 2013, Plaintiff purchased the Estes Property from the Hopes.

33. Maxwell Hope informed Plaintiff that the Estes Property included property on both sides of Little Antietam Creek and specifically pointed out the Disputed Property as being part of the Estes Property. At the time there was an old fence on the Disputed Property that forms part of the Shared Boundary and which separated the Estes Property from the Holder Property. Mr. Holder has admitted to removing that fence.

34. From 2010 through 2018, Plaintiff, his family, and his invitees were the only persons to use, maintain or otherwise occupy the Disputed Property.

35. From at least 1993 through 2018, a period of 25 years, Plaintiff and his predecessors satisfied the elements of adverse possession with respect to the Disputed Property by actually, openly, notoriously, hostilely, visibly and adversely possessing the Disputed Property, maintaining

same, paying taxes on same, and generally using and occupying the Disputed Property in the normal manner that similar property is used by a landowner.

36. Plaintiff has reviewed title work for the property, propounded discovery on Defendants Justin Holder and Deena Holder, and deposed surveyor Fred Frederick, and notwithstanding those efforts, has not been able to identify any parties that may have an interest in the outcome of this case other than those named herein. Accordingly, pursuant to Md. Real Prop. Code Ann. §14-609(a), there may be unknown persons that claim an interest in the real property at issue herein.

Count 1- Trespass to Land

37. Plaintiff incorporates by reference the allegations in paragraphs 1-36 of this Complaint.

38. By intentionally entering on property owned and possessed by Plaintiff, without Plaintiff's consent, and unlawfully destroying Plaintiff's trees, Defendant Justin Holder (individually or through agents, and on behalf of Defendant Deena Holder and/or Uncle Eddies) has interfered with Plaintiff's interest in the exclusive use and possession of Plaintiff's land, and Plaintiff has suffered damages.

39. That Plaintiff has made repeated demands of Defendants to stay off of the Estes Property, but Defendants have refused to do so and have continued to trespass.

40. That the cost of reasonable restoration of the trees and other vegetation destroyed by Defendants is in excess of Seventy-Five Thousand Dollars ($75,000.00).

WHEREFORE, Plaintiff Benjamin Estes demands judgment against Defendant Justin Holder, Defendant Deena Holder and Defendant Uncle Eddies, jointly and severally, in an amount in excess of Seventy Five Thousand Dollars ($75,000.00), plus interest, costs, attorney's fees, and

any and all other relief to which this Honorable Court finds just and appropriate, including injunctive relief against the Defendants to enjoin any future trespass.

Count 2 - Statutory Claim Pursuant to Maryland Natural Resources Article § 5-409

41. Plaintiff incorporates by reference the allegations in paragraphs 1-40 of this Complaint.

42. That Maryland Natural Resources Article, Section 5-409 states:

> (a) Any person, his aiders, abettors, and counsellors, who willfully, negligently, recklessly, wrongfully, or maliciously enters upon lands or premises of another without written permission of the owner of the lands or premises, in order to cut, burn, or otherwise injure or destroy, or cause to be cut, burned, or otherwise injured, or destroyed, any merchantable trees or timber on the land is liable to the party injured or aggrieved in an amount triple the value of the trees or timber cut, burned, or otherwise injured or destroyed, plus the costs of any surveys, appraisals, attorney fees, or court fees in connection with the case. The damages are recoverable in a civil action, as in any other case.

43. That Defendant Justin Holder (individually and/or on behalf of Defendant Deena Holder and/or Uncle Eddies) has cut, burned, injured, and destroyed numerous trees belonging to Plaintiff.

44. That Defendant Deena Holder and Uncle Eddies, the abutters upon whose title Justin Holder relies to access Plaintiff's land, have aided and abetted Defendant Justin Holder and/or his agents.

45. That as a result of the Defendants entering upon Plaintiff's land and cutting, burning, injuring, and destroying Plaintiff's trees and timber, Plaintiff suffered damages.

46. That as a result of Defendants' entering upon Plaintiff's land and cutting, burning, injuring, and destroying Plaintiff's trees and timber, Plaintiff incurred costs of surveys, appraisals, attorney's fees, and court costs.

WHEREFORE, Plaintiff Benjamin Estes demands judgment against Defendants Justin Holder, Deena Holder and Uncle Eddies, jointly and severally, in an amount in excess of Seventy Five Thousand Dollars ($75,000.00), plus the cost of appraisals, surveys, interest, costs, attorney's fees, and any and all other relief to which this Honorable Court finds just and appropriate.

Count 3 - Private Nuisance

47. Plaintiff incorporates by reference the allegations in paragraphs 1-46 of this Complaint.

48. That Defendant Justin Holder's unreasonable and intentional conduct, for himself and/or on behalf of Defendant Deena Holder and/or Uncle Eddies, in continuing refusal to respect Plaintiff's property rights, along with threats and other continuing harassment, has created annoyance to Plaintiff, a person of ordinary sensibilities, tastes, and habits, and seriously interfered with Plaintiff's ordinary comfort and enjoyment of his home, thus diminishing the value of the use of Plaintiff's property rights.

WHEREFORE, Plaintiff demands judgment against Defendant Justin Holder, Defendant Deena Holder, and Defendant Uncle Eddies, jointly and severally, in an amount in excess of Seventy Five Thousand Dollars ($75,000.00), plus interest, costs, attorney's fees, and any and all other relief to which this Honorable Court finds just and appropriate.

Count 4 - Aiding and Abetting Trespass to Land

49. Plaintiff incorporates by reference the allegations in paragraphs 1-48 of this Complaint.

50. Defendant Deena Holder and/or Uncle Eddies holds title to the Holder Property.

51. As the abutting title holders, Deena Holder and/or Uncle Eddies have provided Justin Holder with the access necessary to repeatedly enter upon Plaintiff's land and injure

Plaintiff's property. Defendant Deena Holder and Uncle Eddie's actions have assisted, encouraged, and allowed Defendant Justin Holder to commit the tort of Trespass to Land against Plaintiff.

52. Defendant Deena Holder and Uncle Eddie's aiding and abetting Defendant Justin Holder's tortious injuries to Plaintiff have caused Plaintiff to suffer damages.

WHEREFORE, Plaintiff demands judgment against Defendants Deena Holder and Uncle Eddies, jointly and severally, in an amount in excess of Seventy Five Thousand Dollars ($75,000.00), plus interest, costs, attorney's fees, and any and all other relief to which this Honorable Court finds just and appropriate.

Count 5 – Quiet Title

53. Plaintiff incorporates by reference the allegations in paragraphs 1-52 of this Complaint.

54. The Disputed Area is vacant and unoccupied.

55. Plaintiff is in constructive and peaceable possession of the Disputed Area, notwithstanding Defendants' trespasses.

56. Defendants have denied Plaintiff's title to the Estes Property, contending that the western boundary of the Estes Property does not include any land on the western side of Little Antietam Creek.

57. Plaintiff is the rightful, legal owner of the entirety of the Estes Property, including land on the western side of Little Antietam Creek, as well as all of the land under any waters shown within the Estes Property by color of title (record title) and/or claim of right (adverse possession).

58. Pursuant to the common law and Md. Real Prop. Code Ann. §14-108, Plaintiff is entitled to a judgment quieting title to the entirety of the Estes Property in his favor and enjoining the Defendants from further trespass.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment quieting title to the Estes Property in his favor as to Defendants' claims, confirming that the location of the shared boundary line between the Estes Property and Holder Property is consistent with the platted boundaries of the Estes Property, enjoining the Defendants from further trespasses onto the Estes Property, and for such other and further relief as Plaintiff's cause may require.

Count 6 – Ejectment

59. Plaintiff incorporates by reference the allegations in paragraphs 1-58 of this Complaint.

60. In the alternative, and only to the extent that the Court determines that Defendants are in actual or constructive possession of some portion of the Estes Property, Plaintiff is entitled to relief by way of ejectment under Md. Real Prop. Code Ann. §14-108.1.

61. Defendants have denied Plaintiff's title to the Estes Property, contending that the western boundary of the Estes Property does not include any land on the western side of Little Antietam Creek.

62. Defendants have repeatedly and unlawfully entered the Estes Property.

63. Plaintiff is the rightful, legal owner of the entirety of the Estes Property, including land on the western side of Little Antietam Creek and the land beneath any creeks or streams on the Estes Property, by color of title (record title) and/or claim of right (adverse possession).

64. Pursuant to the common law and Md. Real Prop. Code Ann. §14-108.1, Plaintiff is entitled to a judgment ejecting Defendants from the Estes Property, quieting title to the entirety of the Estes Property in his favor and enjoining the Defendants from further trespass.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment ejecting the Defendants from the Estes Property, quieting title to the Estes Property in his favor, confirming that the location of the shared boundary line between the Estes Property and Holder Property is consistent with the platted boundaries of the Estes Property, enjoining the Defendants from further trespasses onto the Estes Property, and for such other and further relief as Plaintiff's cause may require.

Verification

I solemnly affirm under the penalties of perjury that the contents of the foregoing document are true to the best of my knowledge, information and belief.

Benjamin Estes

Respectfully submitted,

McNamee Hosea, P.A.

/s/ Mark W. Schweitzer
Mark W. Schweitzer, Esq.
CPF No. 9708180005
mschweitzer@mhlawyers.com

/s/ Aaron D. Neal
Aaron D. Neal, Esq.
CPF No. 0712120108
aneal@mhlawyers.com
6411 Ivy Lane, Suite 200
Greenbelt, Maryland 20770
Tel. 301-441-2420
Fax 301-982-9450

Attorneys for the Plaintiff

Certificate of Service

I hereby certify that on this 6th day of May, 2021, the foregoing paper filed via MDEC and thus served electronically upon all counsel and other parties registered to receive electronic notices, including:

Brendan Callahan, Esq.
Matthew Ruble, Esq.
Justin Holder

/s/ Aaron D. Neal
Aaron D. Neal, Esq.

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

BENJAMIN ESTES,	*	
	*	
Plaintiff,	*	
	*	
v.	*	**CASE NO.: C-21-CV-20-000430**
	*	
JUSTIN HOLDER, et al.	*	**AND**
	*	
Defendants	*	**CASE NO.: C-21-CV-21-000130**

****

ANSWER TO COMPLAINT

Defendant, Justin Holder, Pro Se, answers the Complaint for Ejectment, Compensatory and Injunctive Relief filed by Plaintiff Benjamin Estes, stating as follows:

FIRST DEFENSE

Answering the correspondingly numbered paragraphs of the Complaint Defendant avers:

1. Denied

2. Denied

3. Denied.

4. Admitted

5. Denied

6. Admitted

7. Admitted

8. Admitted

9. Admitted

10. Admitted

11. Admitted

12. Denied
13. Denied
14. Denied
15. Denied
16. Denied
17. Denied
18. Denied
19. Denied
20. Denied
21. Denied
22. Admitted
23. Denied
24. Denied
25. Admitted
26. Denied
27. Denied
28. Denied
29. Denied
30. Denied
31. Denied
32. Denied
33. Denied
34. Denied

35. Denied

36. Denied

37. Admitted

38. Denied

39. Denied

40. Denied

41. Admitted

42. Admitted

43. Denied

44. Denied

45. Denied

46. Denied

47. Admitted

48. Denied

49. Admitted

50. Denied

51. Denied

52. Denied

53. Admitted

54. Denied

55. Denied

56. Admitted

57. Denied

58. Denied

59. Admitted

60. Denied

61. Admitted

62. Denied

63. Denied

64. Denied

SECOND DEFENSE

Plaintiff's Complaint lacks Jurisdiction.

THIRD DEFENSE

Plaintiff's Complaint is barred by the Statute of Limitations.

FOURTH DEFENSE

Plaintiff's Complaint is barred by laches.

FIFTH DEFENSE

Plaintiff's Complaint is barred by the doctrine of waiver.

SIXTH DEFENSE

Plaintiff's Complaint is barred by estoppel.

SEVENTH DEFENSE

Plaintiff's Complaint is barred by the lack of necessary parties.

EIGHTH DEFENSE

Plaintiff Complaint is barred by Res Judicata.

NINTH DEFENSE

Plaintiff's Complaint is barred by lack of jurisdiction.

TENTH DEFENSE

Plaintiff does not hold equitable title to any lands in Keedysville, MD 21756 West of the Thread of the Little Antietam Creek, lands in which the Plaintiff has alleged counts 1 through 4 occurred.

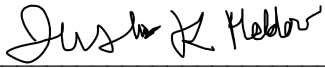
WHEREFORE, Defendant, Justin Holder, denies Plaintiff's claims and demands judgment and declaratory relief in his favor as to all allegations directed against him, for dismissal of Plaintiff's Complaint and Petition, and for such other relief this Court deems appropriate.

VERIFICATION

I solemnly affirm under the penalties of perjury that the contents of the aforegoing paper are true to the best of my knowledge, information and belief.

Justin Holder

Respectfully submitted,



Justin Holder Pro Se

CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED that on this 6th day of May, 2021, a copy of the foregoing was sent, via electronic case filing to:

Brendan M. Callahan, Esquire
Aaron Neal, Esquire
Mathew Ruble, Esquire
Brian Frosh, Attorney General
of Maryland

Justin K Holder

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

BENJAMIN ESTES	*	
	*	
Plaintiff	*	
v.	*	Case No. C-21-CV-20-000430
JUSTIN HOLDER, *et. al.*	*	
	*	
Defendants		

* * * * * * * * * * * * * * *

DEFENDANT DEENA HOLDER'S ANSWER TO SECOND AMENDED COMPLAINT

The Defendant Deena Holder, by her attorney Matthew B. Ruble, responds answering the Second Amended Complaint filed by the Plaintiff Benjamin Estes.

FIRST DEFENSE

The Second Amended Complaint fails to state claims upon which relief can be granted.

SECOND DEFENSE

The Second Amended Complaint is barred by estoppel.

THIRD DEFENSE

The Second Amended Complaint is barred by laches.

FOURTH DEFENSE

The Second Amended Complaint is barred by limitations.

FIFTH DEFENSE

The Second Amended Complaint is barred by the statute of frauds.

SIXTH DEFENSE

The Second Amended Complaint is barred by the doctrine of unclean hands.

SEVENTH DEFENSE

The Plaintiff has failed to join all necessary parties.

EIGHTH DEFENSE

Collateral estoppel.

NINTH DEFENSE

The Second Amended Complaint is barred by the doctrine of waiver.

TENTH DEFENSE

Res judicata.

ELEVENTH DEFENSE

Responding to the separately numbered paragraphs:

1. The averments of paragraph 1 are simply a citation to statutes, requiring no response. To the extent a response is required, Ms. Holder is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 1.

2. Responding to the averments of paragraph 2, Ms. Holder admits the existence of the Estes Property, and she is without knowledge or information sufficient to form a belief as to the accuracy of the property description or the tax identification number.

3. Ms. Holder is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 3.

4. Ms. Holder denies the averments of paragraph 4. Further answering, Ms. Holder believes that the western boundary of the Estes Property is at Little Antietam Creek.

5. Responding to the averments of paragraph 5, Ms. Holder states that she admits the Plaintiff is seeking such a determination, and she denies that he is entitled to any ownership interest in property on the western side of Little Antietam Creek.

6. Ms. Holder admits that the Plaintiff included a verification with his Second Amended Complaint.

7. Admitted.

8. Admitted.

9. Admitted.

10. Ms. Holder admits the averments of the first sentence of paragraph 10, and she is without knowledge or information sufficient to form a belief as to what the Plaintiff avers to believe in the second sentence.

11. Admitted.

12. Ms. Holder admits that she is subject to the jurisdiction of this Court. She is without knowledge as to the other named defendants.

13. Ms. Holder admits that she is subject to the venue in this Court. She is without knowledge as to the other named defendants.

14. Admitted, and further answering, the Estes Property does not include any land on the western side of Little Antietam Creek.

15. Denied.

16. Denied.

17. Ms. Holder is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 17.

18. Denied.

19. Denied. Deena Holder owns the property labeled "Proposed Reconfigured Parcel 127", also known as 28 Antietam Drive, Keedysville, Maryland.

20. Denied. See Deed at Liber 6070, page 197.

21. Denied.

22. Admitted that a boundary is at or in the creek.

23. Denied.

24. The Plaintiff's Exhibit A plat speaks for itself, and Ms. Holder denies any attempt by the Plaintiff to alter or limit the plat in this paragraph.

25. Admitted. That is the Plaintiff's contention.

26. Ms. Holder is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 26.

27. Denied.

28. Denied.

29. Denied.

30. Ms. Holder is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 30.

31. Denied.

32. Ms. Holder is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 32.

33. Ms. Holder is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 33.

34. Denied.

35. Denied.

36. Ms. Holder is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 36.

37. Prior responses incorporated.

38. Denied.

39. Denied.

40. Denied.

41. Prior responses incorporated.

42. Admitted.

43. Denied.

44. Denied.

45. Denied.

46. Denied.

47. Prior responses incorporated.

48. Denied.

49. Prior responses incorporated.

50. Denied. See Deed at Liber 6070, page 197.

51. Denied.

52. Denied.

53. Prior responses incorporated.

54. Admitted.

55. Denied.

56. Ms. Holder admits that she believes that the western boundary of the Plaintiff's property is at Little Antietam Creek, and denies the remaining averments.

57. Admitted that the Plaintiff owns property. Denied that the Plaintiff owns property under or west of Little Antietam Creek.

58. Denied.

59. Prior responses incorporated.

60. Admitted that the Plaintiff requests such relief in his Second Amended Complaint and denied that he is entitled to such relief.

61. Admitted that Ms. Holder believes the western boundary of the Estes Property is at Little Antietam Creek.

62. Denied.

63. Denied.

64. Denied.

TWELFTH DEFENSE

The Defendant did not commit the wrongs alleged.

THIRTEENTH DEFENSE

The Plaintiff was not damaged as alleged.

FOURTEENTH DEFENSE

The chains of title to the lands owned by the Plaintiff and the lands on the western side of Little Antietam Creek show that the creek is the boundary line between the properties.

WHEREFORE, having fully answered, the Defendant Deena Holder requests that the Plaintiff's action be dismissed, or that judgment be entered in her favor on the Second Amended Complaint, and that she be granted such other and further relief as the nature of her cause and justice might require.

Matthew B. Ruble
CPF ID No. 8212010403
129-3 W. Patrick Street
Frederick, MD 21701
301-698-5000
matt@mbrlaw.com
Attorney for Defendant Deena Holder

Verification

I solemnly declare and affirm under penalties of perjury that the contents of the foregoing Answer to Second Amended Complaint are true to the best of my knowledge, information, and belief.

Deena Holder

Certificate of Service

I CERTIFY that on the 18th day of May 2021, a copy of the foregoing Answer of Deena Holder to Second Amended Complaint was served on counsel of record by MDEC, including Brendan Callahan, Esquire and Aaron D. Neal, Esquire, attorneys for Plaintiff, Robert L. Kline, III, Esquire, attorney for Defendant Uncle Eddies Brokedown Palace, LLC, Talley Kovacs, Esquire, attorney for Defendant State of Maryland Department of Natural Resources, and a copy was also mailed, first class, postage prepaid to: Justin Holder, *pro se* Defendant, 308 W. Chapline Street, Sharpsburg, Maryland 21782.

Matthew B. Ruble

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

Benjamin Estes *

Case No.: C-21-CV-20-00430

Plaintiff, *

v.

*

Justin Holder, *et al.*

*

Defendants.

* * * * * * * * * * * * *

VERIFIED ANSWER TO SECOND AMENDED COMPLAINT

Defendant, the Department of Natural Resources for the State of Maryland ("DNR"), by its attorneys, Brian E. Frosh, Attorney General of the State of Maryland, Talley H-S. Kovacs, and Emily Vainieri, Assistant Attorneys General answers the second amended complaint filed by Plaintiff, Benjamin Estes, pursuant to Maryland Rules 2-323 and 12-809, stating:

1. Paragraph 1 is admitted.

2. DNR denies the Paragraph to the extent it references a recorded instrument that Plaintiff has not identified by book and page; such record should be consulted for its terms. DNR admits for purposes of this Second Amended Complaint that the definition of the "Estes Property" in Paragraph 2 is that property identified for taxation purposes as Tax ID No. 19-013316 being Lot 2, Mt. Hebron Road, Keedysville, Maryland 21756. DNR states further that the description given in the paragraph is the same as a paragraph set forth in that Deed dated May 13, 2013 by and between Maxwell B. Hope II and M. Yvonne Hope to Benjamin Estes recorded in the Land Records of Washington County at Liber 4491 folio 100.

3. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 3.

4. Admitted in part, and denied in part. DNR claims all right, title, and interest granted to it by CSX Transportation, Inc. pursuant to a Quitclaim Deed dated September 6, 1991 recorded

in the Land Records of Washington County, Maryland at Liber 1015 folio 796, which includes land adjacent to and abutting the Estes Property and which is sometimes referred to as the Weverton to Roxbury Rail Trail property or WRRT. DNR denies that it has a claim to the "Disputed Area" as that term is defined in Paragraph 27 of the Second Amended Complaint, which is alleged to be part of the Estes Property.

5. DNR admits that the Plaintiff is seeking the two determinations noted in paragraph 5. To the extent a further response is required, DNR responds that it does not claim right, title, or interest in the lands below any creeks, streams or water where those are located along the boundary between the Estes Property and the Holder Property as defined within the Second Amended Complaint. In further response, however, for any lands below any creeks, streams, or water that are located on DNR property adjacent to and abutting the Estes Property (*i.e.,* the Weverton to Roxbury Rail Trail property or WRRT), DNR asserts that it is, for the State of Maryland, the owner of those lands below the creeks, streams, or water.

6. DNR admits the Plaintiff included a verification with his Second Amended Complaint.

7. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 7.

8. Admitted.

9. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 9.

10. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 10.

11. Admitted.

12. Admitted.

13. Admitted.

14. Admitted to the extent of the response provided to Paragraph 2.

15. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 15.

16. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 16.

17. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 17.

18. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 18.

19. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 19 related to claims of ownership of the Estes Property asserted by Deena Holder and/or Justin Holder and/or Uncle Eddies Brokedown Palace, LLC. DNR admits that the document attached as Exhibit A to the Second Amended Complaint depicts a Proposed Reconfigured Parcel 127 and that the document appears to be a Plat No. 10955 recorded in the Land Records of Washington County, Maryland on April 18, 2019.

20. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 20 related to claims of ownership among Deena Holder and/or Justin Holder and/or Uncle Eddies Brokedown Palace, LLC related to a property identified on Plat No. 10955 as "Proposed Reconfigured Parcel 414." DNR admits that the document attached as Exhibit A to the Second Amended Complaint depicts a Proposed Reconfigured Parcel 414 and that the

document appears to be a Plat No. 10955 recorded in the Land Records of Washington County, Maryland on April 18, 2019.

21. Paragraph 21 purports to define distinct parcels of property by a defined term, which DNR does not object to and admits that the Plaintiff is thus defining the "Holder Property" for purposes of this lawsuit.

22. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 22.

23. DNR admits that Plat No. 10955 shows a boundary line between the Estes and Holder Properties on the western bank of Little Antietam Creek; DNR lacks knowledge or information sufficient to form a belief about the truth of the remaining averments in Paragraph 23 regarding the contents of recorded instruments that are not identified in the Paragraph that may comprise the complete chains of title to the Estes and Holder Properties.

24. In response to Paragraph 24, DNR admits only that an Exhibit A is attached to the Second Amended Complaint which purports to be a Plat No. 10955 recorded in the Land Records of Washington County, Maryland dated April 18, 2019 and responds further that such instrument should be consulted for its terms. DNR incorporates its response to Paragraph 23 in response to Paragraph 24.

25. The allegations state a legal conclusion, no response is required.

26. As to the first sentence of Paragraph 26, DNR denies the averment to the extent it references but does not identify documents recorded in the chains of title to the Estes Property and/or Holder Property, thus no response can be provided, and such documents, if and when identified, should be consulted for their terms. As to the second sentence of Paragraph 26, the averment is admitted to the extent that DNR claims all right, title, and interest granted to it by CSX

Transportation, Inc. pursuant to a Quitclaim Deed recorded at Liber 1015 folio 796 in the Land Records of Washington County, Maryland, which includes property adjacent to and abutting the Estes Property and the Holder Property. The third sentence of Paragraph 26 asserts a legal conclusion to which no response is required. To the extent a response is required, DNR denies the allegations.

27. The allegations in Paragraph 27 call for a legal conclusion to which no response is required. To the extent a further response is required, DNR responds that it does not claim right, title, or interest in the lands below any creeks, streams or water where those are located along the boundary between the Estes Property and the Holder Property. However, for any lands below any creeks, streams, or water that are located on DNR property adjacent to and abutting the Estes Property (i.e., the Weverton to Roxbury Rail Trail property or WRRT), DNR asserts that it is, for the State of Maryland, the owner of those lands below the creeks, streams, or water. Further, to the extent a response is required, DNR responds by stating that DNR does not assert any claim, right, title, or interest to the "Disputed Area" as defined by Plaintiff in the Second Amended Complaint to the extent Plaintiff does not intend to assert any claim to any portion of that property granted to DNR by CSX Transportation, Inc. pursuant to a Quitclaim Deed recorded in the Land Records of Washington County, Maryland at Liber 1015 folio 796.

28. To the extent "Defendants" in Paragraph 28 refers to the Holder Defendants and the Uncle Eddies Brokedown Palace, LLC Defendant, DNR lacks knowledge or information sufficient to form a belief about the truth of the averments. To the extent "Defendants" refers to DNR in this paragraph, DNR denies those allegations as it has not made any claim as to a "shared boundary line" between the Estes Property and the Holder Property.

29. Denied to the extent Plaintiff intends to assert any claim to any portion of that property granted to DNR by CSX Transportation, Inc. pursuant to a Quitclaim Deed recorded in the Land Records of Washington County, Maryland at Liber 1015 folio 796. Further, DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 29.

30. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 30.

31. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 31.

32. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 32.

33. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 33.

34. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 34.

35. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 35.

36. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 36.

37. DNR incorporates its responses to Paragraphs 1 through 36 of the Second Amended Complaint in response to Paragraph 37.

38. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 38.

39. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 39 relating to the alleged actions of Defendant Justin Holder, Defendant Deena Holder, or Defendant, Uncle Eddies Brokedown Palace, LLC. To the extent the term "Defendants" in the paragraph refers to and includes DNR, the allegations in the Paragraph are denied.

40. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 40 relating to the alleged actions of Defendant Justin Holder, Defendant Deena Holder, or Defendant, Uncle Eddies Brokedown Palace, LLC, and the damages resulting from the alleged actions. To the extent the term "Defendants" in the paragraph refers to and includes DNR, the allegations in the Paragraph are denied.

41. DNR incorporates its responses to Paragraphs 1 through 40 of the Second Amended Complaint in response to Paragraph 41.

42. Admitted.

43. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 43.

44. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 44.

45. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 45 relating to the alleged actions of Defendant Justin Holder, Defendant Deena Holder, or Defendant, Uncle Eddies Brokedown Palace, LLC, and the damages resulting from the alleged actions. To the extent the term "Defendants" in the paragraph refers to and includes DNR, the allegations in the Paragraph are denied.

46. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 46 relating to the alleged actions of Defendant Justin Holder, Defendant Deena Holder, or Defendant, Uncle Eddies Brokedown Palace, LLC, and the damages resulting from the alleged actions. To the extent the term "Defendants" in the paragraph refers to and includes DNR, the allegations in the Paragraph are denied.

47. DNR incorporates its responses to Paragraphs 1 through 46 of the Second Amended Complaint in response to Paragraph 47.

48. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 48.

49. DNR incorporates its responses to Paragraphs 1 through 48 of the Second Amended Complaint in response to Paragraph 49.

50. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 50.

51. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 51.

52. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 52.

53. DNR incorporates its responses to Paragraphs 1 through 52 of the Second Amended Complaint in response to Paragraph 53.

54. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 54.

55. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 55 as to the alleged "trespasses" by Defendants, Justin Holder, Deena

Holder, or Uncle Eddie's Brokedown Palace, LLC, and to the extent the term "Defendants" in the paragraph includes DNR, the Paragraph is denied.

56. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 56 and to the extent the term "Defendants" in the paragraph includes DNR, the Paragraph is denied.

57. The allegations in Paragraph 57 are denied to the extent Plaintiff intends to assert any claim to any portion of that property granted to DNR by CSX Transportation, Inc. pursuant to a Quitclaim Deed recorded in the Land Records of Washington County, Maryland at Liber 1015 folio 796. DNR responds further that it does not claim right, title, or interest in the lands below any creeks, streams or water where those are located along the boundary between the Estes Property and the Holder Property. DNR responds further, however, that for any lands below any creeks, streams, or water that are located on DNR property adjacent to and abutting the Estes Property (*i.e.*, the Weverton to Roxbury Rail Trail property or WRRT), DNR asserts that it is, for the State of Maryland, is the owner of those lands below the creeks, streams, or water. Further, DNR responds by stating that DNR does not assert any claim, right, title, or interest to the "Disputed Area" as defined by Plaintiff in the Second Amended Complaint to the extent Plaintiff does not intend to assert any claim to any portion of that property granted to DNR by CSX Transportation, Inc. pursuant to a Quitclaim Deed recorded in the Land Records of Washington County, Maryland at Liber 1015 folio 796.

58. The allegations state a legal conclusion, no response is required. To the extent a response is required, DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 58.

59. DNR incorporates its responses to Paragraphs 1 through 58 of the Second Amended Complaint in response to Paragraph 59.

60. The allegations state a legal conclusion, no response is required. To the extent a response is required, DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 60.

61. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 61 relating to the actions of other Defendants and denies the allegation to the extent it is asserted against DNR.

62. DNR lacks knowledge or information sufficient to form a belief about the truth of the averments in Paragraph 62 relating to the actions of other Defendants and denies the allegation to the extent it is asserted against DNR.

63. The allegations in Paragraph 63 call for a legal conclusion to which no response is required. To the extent a response is required, DNR responds by stating that DNR does not assert any claim, right, title, or interest to the "Disputed Area" as defined by Plaintiff in the Second Amended Complaint to the extent Plaintiff does not intend to assert any claim to any portion of that property granted to DNR by CSX Transportation, Inc. pursuant to a Quitclaim Deed recorded in the Land Records of Washington County, Maryland at Liber 1015 folio 796. DNR states further that to the extent the shared boundary between the Estes and Holder Properties abuts DNR's property, that DNR does claim an interest in defending its property boundary as it is stated in its deed and as is fairly and accurately depicted on Plat No. 10955. Specifically regarding the land below Little Antietam Creek, DNR responds that it does not claim right, title, or interest in the lands below any creeks, streams or water where those are located along the boundary between the Estes Property and the Holder Property. However, for any lands below any creeks, streams, or

water that are located on DNR property adjacent to and abutting the Estes Property (i.e., the Weverton to Roxbury Rail Trail property or WRRT), DNR asserts that it is, for the State of Maryland, the owner of those lands below the creeks, streams, or water.

64. The allegations state a legal conclusion, no response is required.

AFFIRMATIVE DEFENSES

First Affirmative Defense

Counts 1, 2, 3, 4, and 6 fail to state any claim against DNR upon which relief can be granted and should be dismissed with prejudice as against DNR.

Second Affirmative Defense

Real property owned by the State of Maryland cannot be acquired by adverse possession.

Third Affirmative Defense

DNR asserts all applicable defenses pled by the other Defendants to this action.

Fourth Affirmative Defense

DNR reserves the right to assert any defense that has been or will be asserted by any of the other Defendants.

Fifth Affirmative Defense

DNR reserves the right to assert any other defenses available to it under applicable law.

WHEREFORE, having fully answered the Second Amended Complaint, defendant the Department of Natural Resources for the State of Maryland, respectfully requests this Honorable Court to enter judgment in its favor on the claim by Plaintiff to quiet title on the boundary between the Estes Property, the Holder Property and DNR's WRRT Property including that land beneath Little Antietam Creek and for further relief as may be deemed appropriate.

VERIFICATION

I, Philip R. Hager, Assistant Secretary, Land Resources, Department of Natural Resources of the State of Maryland, solemnly affirm under penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief subject to the limitation that the foregoing paper was prepared with the assistance and advice of counsel and employees of the Department of Natural Resources, that the foregoing paper is subject to inadvertent or undiscovered errors and is based upon, and necessarily limited by, the records and information still in existence, presently recollected and thus far discovered in the course of the preparation of this Answer so that DNR reserves the right to make any changes in the foregoing Answer if it appears at any time that omissions or errors have been made therein or that more accurate information is available.

State of Maryland
Department of Natural Resources

Philip R. Hager
Assistant Secretary

Respectfully submitted,

BRIAN E. FROSH
Attorney General of Maryland

/s/ Talley H-S. Kovacs
Talley H-S. Kovacs
CPF No. 0912160140
Assistant Attorney General
Office of the Attorney General
580 Taylor Avenue, Suite C-4
Annapolis, Maryland 21401
Office: (410) 260-8351
Fax: (410) 260-8364
Talley.Kovacs@maryland.gov

/s/ Emily A. Vainieri
Emily A. Vainieri
CPF No. 0512150045
Assistant Attorney General
Office of the Attorney General
580 Taylor Avenue, Suite C-4
Annapolis, Maryland 21401
Office: (410) 260-8352
Fax: (410) 260-8364
Emily.Vainieri1@maryland.gov

Attorneys for Defendant, Department of Natural Resources, State of Maryland

CERTIFICATE OF SERVICE

I CERTIFY that on June 10, 2021 a copy of the foregoing Answer was electronically filed on MDEC and electronically served to counsel of record and served by regular mail, postage prepaid to:

Justin Holder
308 W. Chapline Street
Sharpsburg, Maryalnd 21782
Defendant, pro se

/s/ Talley H-S. Kovacs
Talley H-S. Kovacs
CPF No. 0912160140

CIRCUIT COURT FOR WASHINGTON COUNTY

BENJAMIN ESTES

Plaintiff

v. Case No.: C 21 CV 20 000430

JUSTIN HOLDER, ET AL.

Defendants

Uncle Eddie's Answer to Plaintiff's Second Amended Complaint

Defendant, by and through its undersigned attorneys, hereby responds to the Second Amended Complaint file by the Plaintiff, Benjamin Estes, as follows:

First Defense

The Second Amended Complaint fails to state a claim upon which relief can be granted.

Second Defense

The Second Amended Complaint is barred by estoppel.

Third Defense

The Second Amended Complaint is barred by limitations.

Fourth Defense

The Second Amended Complaint is barred by laches.

Fifth Defense

The Second Amended Complaint is barred by the Statute of Frauds.

Sixth Defense

The Second Amended Complaint is barred by the doctrine of unclean hands.

Seventh Defense

The Plaintiff has failed to join all necessary parties.

Eighth Defense

The Second Amended Complaint is barred by Collateral Estoppel.

Ninth Defense

The Second Amended Complaint is barred by the doctrine of waiver.

Tenth Defense

The Second Amended Complaint is barred by res judicata.

Eleventh Defense

Responding to the separately numbered paragraphs:

1. Defendant is without knowledge or information sufficient to form a belief as to the averments contained in Paragraphs 1, 2, 3, 15, 16, 17, 18, 21, 30, 32, 33, 36, 56 of the Second Amended Complaint and demands strict proof thereof.

2. Defendant denies the averments contained in Paragraphs 4, 23, 26, 27, 28, 29, 31,

34, 35, 38, 39, 40, 43, 44, 45, 46, 48, 51, 52, 54, 55, 58, 60, 62, 63, 64 of the Second Amended Complaint and demands strict proof thereof.

3. Defendant admits that the Plaintiff is seeking such a determination as alleged in Paragraph 5 of the Second Amended Complaint. However, further answering the Defendant denies any claims of ownership as to the property in question and demands strict proof thereof.

4. Defendant admits the allegations contained in Paragraphs 6, 7, 8, 9, 11, 12, 13, 14, 19, 20, 22, 42, 50 of the Second Amended Complaint.

5. Defendant admits the allegations contained in the first sentence of Paragraph 10; however the Defendant is without knowledge or information sufficient to understand what belief Plaintiff has as to the remaining averments contained in Paragraph 10 of the Second Amended Complaint and demands strict proof thereof.

6. Defendant admits the allegations contained in Paragraph 24 of the Second Amended Complaint; however, further answering, Exhibit A speaks for itself, so remaining allegations characterizing or otherwise interpreting Exhibit A to the Second Amended Complaint is denied.

7. Defendant admits the Plaintiff contends Exhibit A reflects the respective boundary lines.

8. Defendant incorporates by reference prior responses in connection with Paragraph 37 of the Second Amended Complaint.

9. Defendant incorporates by reference prior responses in connection with Paragraph 41 of the Second Amended Complaint.

10. Defendant incorporates by reference prior responses in connection with Paragraph 47 of the Second Amended Complaint.

11. Defendant incorporates by reference prior responses in connection with Paragraph 49 of the Second Amended Complaint.

12. Defendant incorporates by reference prior responses in connection with Paragraph 53 of the Second Amended Complaint.

13. Defendant admits averments that Plaintiff owns property as averred in Paragraph 57 of the Second Amended Complaint. However, the extent, nature, legal description of said property Defendant denies and demands strict proof thereof.

14. Defendant incorporates by reference prior responses in connection with Paragraph 59 of the Second Amended Complaint.

15. Defendant admits to averments in Paragraph 61; however, Defendant is without knowledge or information sufficient to form a belief as to the other defendant(s) action(s) as alleged in Paragraph 61 of the Second Amended Complaint and demands strict proof thereof.

Twelfth Defense

The Defendant did not commit the wrongs alleged.

Thirteenth Defense

The Plaintiff was not damaged as alleged.

Wherefore, having fully answered the Plaintiff's Second Amended Complaint, Defendant requests that the Plaintiff's action be dismissed, and the Court grant such other and further relief as the Court deems appropriate.

/s/ Robert L. Kline, III
Robert L. Kline, III, ID#8712010325
5 Public Square, Suite #200
Hagerstown, MD 21740
Telephone: 240-347-4944
Facsimile: 443-773-3316
E-Mail: rkline@cookeandkline.com
MDEC E-File: office@cookeandkline.com

Verification

I solemnly declare and affirm under penalties of perjury that the contents of the foregoing Answer to Second Amended Complaint are true and correct to the best of my knowledge, information and belief.

Justin Holder, Member

Uncle Eddies Breakdown Palace LLC

CERTIFICATE OF SERVICE

I hereby swear that a copy of Defendant's Petition/Motion/Request/Answer has been electronically e-filed through MDEC with the Clerk of Circuit Court for Washington County and on all appropriate parties this _____ day of June 2021.

/s/ Robert L. Kline, III

Robert L. Kline, III

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

BENJAMIN ESTES	*	
Plaintiff	*	
v.	*	CASE NO.: C-21-CV-20-000430
JUSTIN HOLDER, Et Al	*	
Defendant(s)	*	

* *

NOTICE OF JURY TRIAL

COMES NOW Defendant, Justin Holder, in Proper Person, and files this Notice of Requesting a Jury Trial under the 7th Amendment of the United Constitution.

Respectfully submitted,

Justin K. Holder, Pro Se
308 West Chapline Street
Sharpsburg, Maryland 21782
(240) 356-2008

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 26th day of July, 2021, a copy of the foregoing Notice of Appeal was served via the MDEC system to :

Aaron Neal, Esq.,
Talley Kovacs, Esq.,
Matthew Ruble, Esq.,
Robert Kline, Esq.,
Justin Holder, Pro Se

Justin K. Holder, Pro Se

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

BENJAMIN ESTES	*	
Plaintiff	*	
VS.	*	CASE NO. C-21-CV-20-000430
JUSTIN HOLDER, et al.	*	
Defendant	*	

****

SCHEDULING ORDER

It is **ORDERED** by the Circuit Court for Washington County that a trial by COURT is scheduled for October 4, 5 and 6, 2022 at 9:30 a.m., and is estimated to require three (3) day(s); it is further

ORDERED that hearing and cut-off dates are as follows:

August 23, 2021	Additional parties to be joined
July 21, 2021	Plaintiff's expert witnesses identified
October 21, 2021	Defendant's expert witnesses identified
November 22, 2021	Plaintiff's rebuttal expert
January 21, 2022	Notice required by Maryland Rule 2-504.3(b) regarding computer-generated evidence
March 21, 2022	Discovery to be completed
April 21, 2022	Amendments as of right due
June 21, 2022	All dispositive motions due
August 2, 2022	Motion hearing date
September 9, 2022	10:30 a.m. settlement/pre-trial conference

Entered: Clerk, Circuit Court for
Washington County, MD
May 27, 2021

It is further **ORDERED** no later than fourteen (14) days prior to the trial, counsel shall file with the Court a pre-trial statement in accordance with Maryland Rule 2-504.2(b) as well as the following:

a) all motions in limine;
b) any proposed voir dire questions; and
c) any proposed special verdict sheet;

it is further **ORDERED** this matter is referred to one (1) session of mediation, being two (2) hours, with a mediator/facilitator having the discretion to require the parties to attend a second session of mediation, also being two (2) hours; it is further

ORDERED that the parties are hereby referred to the following court-appointed mediator:

Honorable Ann S. Harrington
Circuit Court for Montgomery County
50 Maryland Avenue
Rockville, Maryland 20850
P-240-777-9389
aharrinton@mcccourt.com

it is further **ORDERED** that the mediator/facilitator shall schedule the first mediation session within forty-five (45) days of this Order; it is further

ORDERED that sixty (60) days prior to the scheduled trial date the mediation sessions shall be completed; it is further

ORDERED that all mediation sessions shall take place in Frederick/Washington County unless the parties shall otherwise agree; it is further

ORDERED that the parties shall compensate the mediator/facilitator at the rate of $200.00 per hour for the first two-hour session, split equally among the plaintiff(s) and the defendant(s); it is further

ORDERED that once a mediation session is scheduled, the parties must provide 24 hours' notice to the mediator/facilitator to postpone or cancel the mediation session. Failure to provide the mediator/facilitator with such notice will result in the parties compensating the mediator/facilitator for the missed session; it is further

ORDERED that the parties, the parties' counsel, and insurance adjustors with the authority to settle this matter, if any, shall appear at both the mediation sessions and are to make good faith efforts to settle this matter; it is further

ORDERED that the parties and the mediator/facilitator shall notify this Court immediately if an agreement has been reached as a result of mediation, or if no agreement has been reached; it is further

ORDERED that the parties or the parties' counsel have thirty (30) days from the date of this Order to file with this Court a written objection to mediation pursuant to Rule 17-103 or to request a specific mediator/facilitator; and it is further

ORDERED that upon settlement or dismissal it is the responsibility of counsel for the plaintiff to notify not only the Clerk of Court, the Mediator/facilitator and also the Assignment Clerk (240-313-2540) of such settlement or dismissal.

5-27-21
Date

Daniel P. Dwyer
Administrative Judge

CC: Brendan Callahan, Esq.
Aaron Drew Neal, Esq.
Mark W. Schweitzer, Esq.
Justin Holder

Matthew B. Ruble, Esq.
Talley Hollings-Scroggs Kovacs, Esq.
Robert L. Kline, III, Esq.
Hon. Ann S. Harrington (Mediator)
Assignment Office

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

BENJAMIN ESTES	*	
	*	CASE NO.: C-21-CV-20-000430
Plaintiff	*	
v.	*	Consolidated with;
	*	
JUSTIN HOLDER, Et Al	*	CASE NO.: C-21-CV-21-000130
	*	
Defendant(s)	*	

* *

AMENDED - ANSWER TO PLAINTIFF 2ND AMENDED COMPLAINT

Defendant, Justin Holder, Pro Se answers the Complaint for Ejectment, Quiet Title, Compensatory, Equitable and Injunctive Relief filed by Plaintiff Benjamin Estes, stating as follows:

FIRST DEFENSE

Answering the correspondingly numbered paragraphs of the Complaint Defendant avers:

1. Denied

2. Denied

3. Denied.

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

4. Admitted

5. Denied

6. Admitted

7. Admitted

8. Admitted

9. Admitted

10. Admitted

11. Admitted

12. Denied

13. Denied

14. Denied

15. Denied

16. Denied

17. Denied

18. Denied

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

19. Denied

20. Denied

21. Denied

22. Admitted

23. Denied

24. Denied

25. Admitted

26. Denied

27. Denied

28. Denied

29. Denied

30. Denied

31. Denied

32. Denied

33. Denied

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

34. Denied

35. Denied

36. Admitted

37. Admitted

38. Denied

39. Denied

40. Denied

41. Admitted

42. Admitted

43. Denied

44. Denied

45. Denied

46. Denied

47. Admitted

48. Denied

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

49. Admitted

50. Denied

51. Denied

52. Denied

53. Admitted

54. Denied

55. Denied

56. Admitted

57. Denied

58. Denied

59. Admitted

60. Denied

61. Admitted

62. Denied

63. Denied

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

64. Denied

SECOND DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

THIRD DEFENSE

Plaintiff's Complaint is barred by the Statute of Limitations.

FOURTH DEFENSE

Plaintiff's Complaint is barred by laches.

FIFTH DEFENSE

Plaintiff's Complaint is barred by the doctrine of waiver.

SIXTH DEFENSE

Plaintiff's Complaint is barred by estoppel.

SEVENTH DEFENSE

Plaintiff's Complaint is barred by the lack of necessary parties.

EIGHTH DEFENSE

Plaintiff Complaint is barred by Res Judicata.

NINTH DEFENSE

Plaintiff's Complaint is barred by lack of jurisdiction.

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

TENTH DEFENSE

Plaintiff does not hold equitable title to any lands in Keedysville, MD 21756 West of the Thread of the Little Antietam Creek, lands in which the Plaintiff has alleged counts 1 through 4 occurred.

ELEVENTH DEFENSE

Plaintiff's claims are barred by the failure to join parties under Md. Rule 2-211.

ANSWER TO COMPLAINT IN CONSOLIDATED CASE - C-21-CV-21-000130

65. The Defendant answered June 22nd, 2020 with intention to defend the January 22nd, 2020 Complaint which was transferred from District Court and Defendant, as of September 5th, 2021, has not been served with a pleading compliant with Rule 2-303(a) using numbered paragraphs in the Circuit Court.

66. The Defendant is answering to the extent possible, reserving and saving all previous and legally allowed defenses and generally denying the allegation of trespass, and admitting the Defendant enters all the land on the West side of the Little Antietam Creek, and the Public Waterway of the Little Antietam Creek in Keedysville, Maryland openly and notoriously.

67. Plaintiff is not entitled to possession of the land west of the Little Antietam Creek in Keedysville, Maryland by virtue of the Superior Title and right of Uncle Eddies brokedown palace, LLC.

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

FURTHER ANSWER - MD Real Prop Code § 14-607

MD Real Prop Code § 14-607(a)(1) (2019) - Answer - Claim the Defendant has to the Property

68. Defendant is the legal owner by virtue of recorded title held at Liber 6729 Folio 365 et seq. of the Washington County Land Records of fee simple property south of the "Estes Property" as described in Complaint known as the "Abandoned B&O Railroad" and labeled on plat 9186 described in Complaint.

69. Defendant is the legal owner by virtue of recorded title held at Liber 6729 Folio 365 et seq. of the Washington County Land Records of fee simple property described in Liber N.N. Folio 520 of the Washington County Land Records to the extent aforesaid property was not conveyed out by any other instrument of record and remained in the title of Samual Cost, his heirs and assigns.

MD Real Prop Code § 14-607(a)(2) (2019) - Answer - Facts tending to controvert material Allegations of the Complaint

70. Adverse Possession is a fact for the Jury to decide, the Plaintiff does not have jurisdiction in equity, legal title draws possession to the legal owner, equity entertains jurisdiction when a party is in possession, or lacks remedy at law, the Plaintiff is not and can not be in possession of property he does not have legal title to. "The 'ground of equity jurisdiction' in a bill *quia timet* was the fact of actual or

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

constructive possession." See *Porter v. Schaffer*, 728 A. 2d 755 - Md: Court of Special Appeals 1999

71. *Acts in Pais* such as abandonment are a fact for the jury to decide. "The act or acts relied on, however, to effect such result, must be of a decisive character; and while a mere declaration of an intention to abandon will not alone be sufficient, the question, whether the act of the party entitled to the easement amounts to an abandonment or not, depends upon the intention with which it was done, and that is a subject for the consideration of the jury." See *Chevy Chase Land Co. v. US,* 733 A. 2d 1055 - Md: Court of Appeals 1999 (citing *Vogler v. Geiss*, 51 Md. 407 - 1879)

72. Maryland law "Where the condition of the title is known to both parties or both have the same means of ascertaining the truth, there can be no estoppel." see *Jurgensen v. New Phoenix*, 843 A. 2d 865 - Md: Court of Appeals 2004. (Quoting *Mountain Lake Park Ass'n v. Shartzer*, 83 Md. 10, 13-14, 34 A. 536, 537 (1896) (quoting *Brant v. Virginia Coal & Iron Co.,* 93 U.S. 326, 337, 23 L.Ed. 927, 929-30 (1876))

73. "Of course, the party who relies on an estoppel has the burden of proving the facts that create it." *Jurgensen v. New Phoenix*, 843 A. 2d 865 - Md: Court of Appeals 2004. (citing *Doub v. Mason, 2 Md. 380, 406 (1852); First Nat. Bank v. Mayor and City Council, 27 F.Supp. 444, 454 (D.Md.1939)*)

74. Declaratory Judgment determining the construction of a recorded instrument is a matter of law, any ambiguous language contained in the instrument is a fact for a

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

jury to decide. *Gov't Employees Insur. v. DeJames, 256 Md. 717, 720, 261 A.2d 747 (1970); Ebert v. Millers Fire Ins. Co., 220 Md. 602, 610, 155 A.2d 484 (1959)*

75. "The Maryland Uniform Declaratory Judgment Act, Md.Code (1974, 1996 Repl. Vol.), §§ 3-401 through 3-415 of the Courts and Judicial Proceedings Article (CJ), provides that "[t]he fact that a proceeding is brought under this subtitle does not affect a right to jury trial which otherwise may exist." CJ § 3-404. Thus, prior to the 1984 procedural merger of law and equity, see Rule 2-301, a declaratory judgment proceeding could be brought on the law or equity side of a circuit court." *Kann v. Kann*, 690 A. 2d 509 - Md: Court of Appeals 1997 also see *Himes v. Day,* 254 Md. 197, 206, 254 A.2d 181, 186 (1969).

76. Plaintiff Benjamin Estes and Defendant Justin Holder both make claims to the fee simple unencumbered land in which the Maryland Department of Natural Resources also makes claim by deed recorded at Liber 1015 Folio 796 et seq. of the Washington County Land Records.

77. The "Abandoned Railroad" described as the Hagerstown to Weaverton/Washington County Branch of the B and O Railroad was Abandoned by I.C.C. Docket AB 19 Sub 20 on June 19th, 1978 and served June 22nd, 1978, and consummated on or before November 15th, 1978 by letter from Regina Gunning, General Attorney; confirming the ties, tracks, timber were salvaged and all bridges dropped by journal entry.

78. Michael Swygert, Director of Information for the Maryland Department of General Services (Mr. Swygert), in Subpoena *Duces Tecum* served July 20th, 2021 (DGS

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

Subpoena), did not produce any Federal "RAIL-BANKING" agreements, when specifically requested in the Schedule of Documents; to illustrate the Maryland Department of Natural Resources Federal Authority for Continued Use of the "Abandoned Railroad" as a Hiker/Biker Trail.

79. "Mr. Swygert", in "DGS Subpoena", did produce substantial evidence the state of title CSX Transportation INC.; transferred to the State of Maryland to the benefit of the Department of Natural Resources was unknown, unconfirmed and highly contested. The Responsive documents included SKM_454e21070909521.pdf described as a spreadsheet of parcels acquired by the "Abandoned Railroad". The column on SKM_454e21070909521.pdf titled "Character of Title" was redacted.

80. Letter from CSX Transportation INC., offered to provide assistance for 10 years to reimburse the State of Maryland $3082.44 per acre, for the portions of property quit claimed by deed at Liber 1015 Folio 796, that had "claims regarding title……..confirmed by the Court" and "sale assistance [did] not include cost to defend title". Aforesaid letter is annexed to the aforesaid deed and recorded in Land Records.

81. The "Abandoned Railroad" described as the Hagerstown to Weaverton/Washington County Branch of the B and O Railroad which was acquired by the Washington County Rail Road Company as a *quasi*-public company incorporated by Chapter 334 of the Acts of Assembly of 1864, which said company was granted, by the said Act limited right "to construct a road or roads from Hagerstown to any point on the line

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

of the Baltimore and Ohio Railroad east of Harper's Ferry ... not exceeding sixty-six feet wide," and "after the purchase and condemnation thereof ... may enter upon and use and excavate any land that may be wanted for the site of the said railroad.".

82. Jeffrey Young and Defendant Justin Holder both enter upon and make use of the "Abandoned Railroad" described as the Hagerstown to Weaverton/Washington County Branch of the B and O Railroad and have taken occupation of same; operating motorized vehicles and equipment on the land for maintenance and enjoyment at will.

83. "[t]he general rule is that the right and title to a mere easement in land acquired by a *quasi*-public corporation, either by purchase, condemnation or prescription, for a public purpose is dependent upon the continued use of the property for that purpose, and when such public use is abandoned the right to hold the land ceases, and the property reverts to its original owner or his successors in title." *Maryland & Pa. R. Co. v. Mercantile-Safe Deposit & Trust Co.*, 224 Md. 34 (1960), *Chevy Chase Land Co. v. US*, 733 A. 2d 1055 - Md: Court of Appeals 1999, *East Wash. Railway v. Brooke,* 223 A. 2d 599 - Md: Court of Appeals 1966, *Read v. Montgomery County*, 643 A. 2d 476 - Md: Court of Special Appeals 1994, *DC Transit Systems v. SRC*, 270 A. 2d 793 - Md: Court of Appeals 1970, and *Montgomery Co. v. Bhatt*, 130 A. 3d 424 - Md: Court of Appeals 2016.

84. Justin Holder has posted his title openly and notoriously; making his claim to the "Abandoned Railroad" in the Town Minutes of Keedysville, sending his legal title

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

directly by email to Assistant Attorney General Talley Kovacs, Attorney for Department of Natural Resources on at least 3 occasions, showing his deed to anyone who asked for it and anyone who has a right to see it.

85. The Department of Natural Resources have not made claim superior to the recorded title of Justin Holder to the "Abandoned Railroad" in over 30 email correspondence with Justin Holder discussing the States alleged claims. When asked to prove their title *vel non,* the States Attorney Joseph A. Michael (Mr. Michael) called Defendant Justin Holder a "Fraud, bootstrapping a colorable claim", Defendant obliged the State with a 2 page letter quoting "Mr. Michael" and the Honorable Judge Chasanow from *Chevy Chase Land Co. v. US*, 733 A. 2d 1055 - Md: Court of Appeals 1999, in concluding the same of the State. The State did not respond to that Email.

86. In Liber 6366 Folio 359 of the Washington County Land Records the Grantor Department of Natural Resources describes the "Abandoned Railroad" as "claims ownership interest of all that land.....recorded at Liber 1015 Folio 796" in an easement Granted to the Town of Keedysville, MD in the vicinity of this dispute.

87. The Department of Natural Resources can not and will not dispute that Justin Holder is in possession of the land described in his legal title held at Liber 6729 Folio 365 et seq. of the Washington County Land Records.

88. Defendant Justin Holder is seison in the entirety of his freehold estate in Keedysville, Maryland, maintaining exclusive dominion over all his land, with the exception of Land trespassed on by David and Erin Ickes, land underneath a wagon

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

that Jeffrey Young has chained and locked to a tree and any legal use by the Public or invitees.

89. "The Stone" Monument "found" by professional Land Surveyor George Nagel (Mr. Nagel) of Fox and Associates Engineering as described on Deed held at Liber 6414 Folio 219 et seq. of the Washington County Land Records; and on deed at Liber 6370 Folio 249 (Title from Stonecrest Developer LLC - "The "Developer"); and on Jeffrey Young predecessor deed Liber 434 Folio 776 in which "The Stone" is the beginning monument for aforesaid "parcel 1" and "parcel 3" on aforesaid deed .

90. "The Stone" Monument described on Surveyor Certificate attached to Deed at Liber 6414 Folio 219 et seq. of the Washington County Land Records as "found' by "Mr. Nagel" was "found" by Professional Land Surveyor [Mousk?] in 1965 when performing survey work for Harry Wickline, predecessor to Jeffrey Young and recorded in the land records at Liber 434 Folio 778 as a plat depicting planted stone in the Northwest Corner, at the beginning of "Parcel 1" and "Parcel 3" on aforesaid plat.

91. Professional Land Surveyor Frederic Frederick (Mr. Frederick) testified on March 16th, 2021 "· BY MR. RUBLE: Q.· ·So this exhibit is really just a page 3 Liber 434 Folio 778 of the deed to Wickline which has got the Mause [sic] 1965 survey and then the second page of the exhibit is the 1988 survey [Plat 2499}.· These are the same lands, right, Mr. Frederick? A.· ·I believe so. Q.· ·Okay.· So in comparing the two then, the 1966 deed description into the Wickline starts at a planted stone ["The Stone"]

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

beginning of the 12th line of the 1945 deed to ·Reeder, which I believe is up here in the corner.· I don't· know if you all can see my mouse or not. A.· ·I see it. ·Q.· ·And did you find that stone or did your folks find that stone? ·A.· ·Can you scroll down to my survey so that I can --· · Q.· ·Sure. ·A.· ·-- see it quickly?· And zoom in on it, please.· (Whereupon, the witness reviewed the document as requested.) THE WITNESS:· We did not find that stone because we say we set an iron pin there. · BY MR. RUBLE: **·Q.· ·Okay.· If you had found that stone, would you have shown that stone instead of setting a pin?** ·A.· ·If we could prove that it was the original stone. What do I mean by that?· There's a lot of stones occurring· in nature everywhere, so just because you find a stone doesn't mean it is the stone recited in a deed.· So you need to prove it by finding measurements that verify that it is that stone. **Q.· Okay.· Was any of that done with regard to this ·planted stone that appeared in the 1965 survey that you all didn't find?· Did you search for it and try to measure up where it would be?** A.· ·We did. **·Q.· ·And couldn't find the stone?** A.· ·We did not. **·Q.· ·Okay.· So if another surveyor were to say here in 2021 that he can go find that stone, would he be mistaken or would you be mistaken?** A.· ·We could be mistaken, but we looked for it and we didn't find it.· And, you know, some people set these things as they want to.· So it wasn't there, to the best of· our knowledge, that my survey crews did not find it. **·Q.· ·Would I be correct to refer to that planted stone as a monument?** A.· ·If it's the original stone, yes." "Mr. Frederick Depo" 23:14 - 25:18 March 16th, 2021.

92. "Uncles Eddies" deed at Liber 6468 Folio 345 et seq. of the Washington County Land records contains a complete chain of title that the Defendant has personally verified in Defendant Justin Holder Exhibit C - Affidavit Record Title annexed to Defendant

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

Justin Holder's Motion to Dismiss Count V - Quiet Title, served August 29th, 2021 and incorporated herein by reference (Affidavit Record Title).

93. "Uncles Eddies" deed at Liber 6468 Folio 345 et seq. of the Washington County Land records contains a complete chain of title that Title Expert Tracie Clabaugh has verified and provided an Opinion letter of the same.

94. Samual Cost of Washington County Maryland was predecessor in title to "Uncle Eddie" by virtue of land contained in deed N.N. Folio 520 of the Washington County Land Records (NN520).

95. The third line on the "NN520" description states "to a stone standing at the end of the line of Fellfoot Enlarged"

96. The fourth line on "NN520" description states "N77E 8p to Little Antietam Creek, then down said Creek the nine following courses"

97. The Resurvey of Fellfoot Enlarged, Recorded in the Washington County Land Records at Liber G Folio 621 starting at the end of the eighth line from the bottom of Folio 623 states: "Beginning for Jacob Hesse's part of said land described on the plat by No. 6 at a stone [Not "The Stone"]marked I.H. on one side and M. S. on the other in a lane the ["Not the "Wagon Road"] at the end of two hundred and seventy eight perches and thirteen feet on the forty sixth line of the whole tract and running thence with the outlines of the said whole tract until the fifty seventh line thereof of crosses little Antietam to the east side thereof then up and with the meanders of

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

little Antietam the several following courses...[Next 4 Courses Generally run with the 5th through 8th lines of "NN520" except NN520 is on the west bank and "RSFE" is on the east bank and the lines gradually depart as they approach the confluence of the Big Spring Branch located in the Northeast corner of "Plat 10955"] ...to intersect the 23rd line of the whole Tract than by and with the outlines of the said whole Tract to a Stone [Not "The Stone"]marked I. H. Standing at the end of nine perches and eight links in the twenty seventh line thereof And then by a straight line to the beginning which straight line is the divisional line between the said Jacob Hess and Mich [Spuert]"

98. David Hess of Montgomery County, Ohio, by virtue of 1815 Last will and testament of Jacob Hess on file with the Washington County Register of Wills; was the Grantor of "NN520" to Samual Cost.

99. "Uncle Eddie" shares a boundary with Benjamin Estes at the Little Antietam Creek beginning generally at the end of the fourth line of "NN520". Boundary described more particularly in "Affidavit Record Title".

100. In 1866 Parcel "NN520" was bisected by the "Abandoned Railroad" when Sam Cost by virtue of deed located at Liber I.N.18 Folio 488 of the Washington County land Records; Cost Granting the Washington County Railroad rights "through the entirety[sic] of his lands".

101. The "Wagon Road" that burdens Defendant Justin Holder's title located at Liber 6414 Folio 219 was created by the Washington County Railroad Company as required by

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

Section 10 of Chapter 334 of the Acts of Assembly of 1864 ; as aforesaid Act expressly states “ways, either public or private, it shall be the duty of the said President and Directors of said company so to construct the said road across such established road or way, as not to impede the passage or transportation of persons or property along the same, or when it shall be necessary to pass through the lands of any individual it shall also be their duty to provide for such individuals proper wagon, ways across said road or roads, from one part of his lands to the other, and whenever any road or roads may hereafter be authorized to be made by the Legislature, when it may be necessary to cross said railroad, the company shall make or cause to be made a proper and convenient way for road to cross, the expenses of which shall be paid as the Legislature may direct.”.

102. The Public Road created by Section 10 of Chapter 334 of the Acts of Assembly of 1864 benefitted at least 3 parcels (Parcels N/F 412, 414 and 127) with unique tax identification numbers in Keedysville, Maryland claimed by 3 unique owners simultaneously until 1963. After 1963 the 3 unique parcels were claimed by at least 2 unique owners simultaneously. On July 6th, 2017 Grantors of instrument recorded in the Washington County Land Records at Liber 5540 Folio 476 claimed to own “Parcels 412 and 127”, Bryan Curtis Smith claimed to own “Parcel 414” and was not a party to the aforesaid instrument.

103. The Public “Wagon Road” created by Section 10 of Chapter 334 of the Acts of Assembly of 1864 is depicted on the 1936 J.B. Ferguson Atlas revised 1937 of the Public

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

Roads of Washington County that hangs in the Land Records Room in the Washington County Courthouse. (1936 Atlas)

104. Benjamin Estes is the owner of record of land north of the "Abandoned Railroad" and east of the Little Antietam Creek in Keedysville, Maryland.

105. Plaintiff Jeffrey Young is the owner of record to land south of the "Abandoned Railroad" and east of the "Wagon Road"in Keedysville, Maryland that is bisected by the Little Antietam Creek.

106. "Uncle Eddie" is the owner of record of land north of the "Abandoned Railroad" and wast of the Little Antietam Creek in Keedysville, Maryland.

107. Scott and Christine Morral and the Stonecrest subdivision as laid out on plat 8292 of the Washington County Land Records (Stonecrest) are the owner of record of land to the north of the "Abandoned Railroad" and burdened by and west of the "Wagon Road" in Keedysville, Maryland.

108. Defendant Justin Holder is the owner of record of land in the middle of "Stonecrest", "Uncle Eddie", Jeffrey Young and Plaintiff Benjamin Estes in Keedysville, Maryland; and maintains exclusive dominion of aforesaid land.

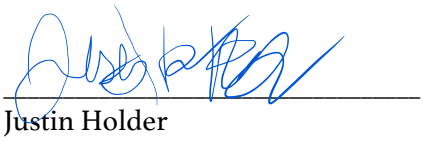
Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

VERIFICATION

I solemnly affirm under the penalties of perjury that the contents of the aforegoing paper are true to the best of my knowledge, information and belief.



Justin Holder

WHEREFORE, Defendant, Justin Holder, denies Plaintiff's claims and demands judgment and declaratory relief in his favor as to all allegations directed against him, for dismissal of Plaintiff's Complaint and Petition, and for such other and further relief as the nature of this Court deems appropriate .

Respectfully submitted,

Justin K. Holder, Pro Se
308 West Chapline Street
Sharpsburg, Maryland 21782
(240) 356-2008

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

NOTICE OF JURY TRIAL

COMES NOW Defendant, Justin Holder, in Proper Person, and files this Notice Requesting a Jury Trial under the 7th Amendment of the United States Constitution and Article 23 of the State Constitution and in accordance with Rule 2-325(a) and MD Cts & Jud Pro Code § 3-404 (2019).

Justin K. Holder, Pro Se

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of September, 2021, a copy of the foregoing Amended Answer to Plaintiff 2nd Amended Complaint and Notice of Jury Trial was served via the MDEC system to :

Aaron Neal, Esq.
Talley Kovacs, Esq.,
Matthew Ruble, Esq.,
Robert Kline, Esq.,
Justin Holder, Pro Se.

Justin K. Holder, Pro Se

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

BENJAMIN ESTES	*	
	*	CASE NO.: C-21-CV-20-000430
Plaintiff	*	
v.	*	Consolidated with;
JUSTIN HOLDER, Et Al	*	CASE NO.: C-21-CV-21-000130
Defendant(s)	*	

* *

SECOND AMENDED - ANSWER TO PLAINTIFF 2ND AMENDED COMPLAINT

Defendant, Justin Holder, *Pro Se* answers the Complaint for Ejectment, Quiet Title, Compensatory, Equitable and Injunctive Relief filed by Plaintiff Benjamin Estes, stating as follows:

FIRST DEFENSE

1.Defendant has superior title to Plaintiff. Defendant denies Plaintiff has legal paper title to land South and/or west of the Little Antietam Creek and Big Spring Branch in Keedysville, Maryland and demands strict proof thereof.

SECOND DEFENSE

2.Plaintiff's Complaint fails to state a claim upon which relief can be granted.

THIRD DEFENSE

3.Plaintiff's Complaint is barred by the Statute of Limitations.

FOURTH DEFENSE

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

4.Plaintiff's Complaint is barred by laches.

FIFTH DEFENSE

5.Plaintiff's Complaint is barred by the doctrine of waiver.

SIXTH DEFENSE

6.Plaintiff's Complaint is barred by estoppel.

SEVENTH DEFENSE

7.Plaintiff's Complaint is barred by the lack of necessary parties.

EIGHTH DEFENSE

8.Plaintiff Complaint is barred by *Res Judicata*.

NINTH DEFENSE

9.Plaintiff's Complaint is barred by lack of jurisdiction in equity.

TENTH DEFENSE

10.Plaintiff does not hold equitable title to any lands in Keedysville, MD 21756 West of the Thread of the Little Antietam Creek, lands in which the Plaintiff has alleged counts 1 through 4 occurred.

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

ELEVENTH DEFENSE

11.Plaintiff's claims are barred by the failure to join parties under Md. Rule 2-211.

TWELTH DEFENSE

12.Plaintiff's claims in law are barred by *in pari delicto.*

THIRTEENTH DEFENSE

13.Plaintiff's claims in equity are barred by the Clean Hands Doctrine.

ANSWER TO ALLEGATIONS

Answering the correspondingly numbered paragraphs of the Complaint Defendant avers:

14.Defendant Admits the allegations in ¶1 of the Complaint, but denies it is properly pled.

15.The allegations in ¶2 of the Complaint are Denied.Defendant disputes the accuracy of Plat 9186 and demands strict proof thereof.

16.Defendant Admits the allegations in ¶3 of the Complaint as to the part of the Estes property North of the Big Spring branch and Little Antietam Creek. Defendant denies the allegation in ¶3 of the Complaint as to any claims Estes makes to property South of the Big Spring branch and Little Antietam Creek in Keedysville, Maryland. Defendant claims right in title to all property not in legal title of Uncle Eddies brokedown palace, LLC; by virtue of deeds recorded in the Washington Land Records from the lands of Samuel Cost; which were granted unto granted unto Samuel Cost by David Hess as heir to Jacob Hess on Deed recorded at Liber N. N. folio 520 among the land records of Washington County, Maryland. Defendant requires strict proof thereof any property Plaintiff claims that is South of the Spring Branch and Little Antietam Creek in Keedysville, Maryland.

17.Defendant Admits the allegations in ¶4 of the Complaint.

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

18. Defendant Admits the allegations in ¶5 of the Complaint insomuch that Plaintiff seeks such a determination, but the Defendant denies Plaintiff is entitled to a determination when Plaintiff can not provide legal title to the portion of land Plaintiff claims is the Estes property South of the Big Spring Branch and Little Antietam Creek in Keedysville, Maryland, and the Defendant demands strict proof thereof any title Plaintiff claims too aforementioned land. Further the Little Antietam creek and its tributaries are a class IIIP Public Water Way by common knowledge in which the Public 'writ large has natural rights and can not be excluded by Plaintiff or anyone to use the waterway.

19.The allegations in ¶6 are Denied that Plaintiff can attest to the facts following under oath.

20.The allegations in ¶¶ 7,8 and 9 of the Complaint are Admitted.

21.The allegations in ¶10 of the Complaint are Admitted insomuch as Plaintiff alleges it to be so, but Plaintiff does not have a good faith reason to believe Deena Holder is a member of Uncle Eddies brokedown palace LLC presently, or when the alleged damages occurred. In fact Deena Holder is not a member of Uncle Eddies brokedown palace, LLC nor was she a member when the alleged damages occurred.

22.The allegations in ¶¶11,12 and 13 of the Complaint are Admitted.

23.The allegations contained in ¶14 of the complaint are Denied and Defendant demands strict proof thereof.

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

24.The allegations contained in ¶15 of the complaint are Denied. Plaintiff Estes does not have title to land South of the Little Antietam Creek and Big Spring branch in Keedysville, Maryland and therefore has not right to exclude anyone from those lands. Further the Little Antietam creek and its tributaries are a class IIIP Public Water Way by common knowledge

in which the Public 'writ large has natural rights and can not be excluded by Plaintiff or anyone to use the waterway.

25.The allegations contained in ¶¶16, 17 and 18 of the complaint are Denied and Defendant specifically demands strict proof thereof.

26.The allegations contained in ¶19 of the complaint are Denied as to Justin Holder and Uncle Eddies brokedown palace, LLC; and Defendant further denies Exhibit A is accurate.

27.The allegations contained in ¶¶20 and 21 of the complaint are admitted that Exhibit A generally depicts the property, Defendant denies Exhibit A is accurate.

28.The allegations contained in ¶22 of the complaint are Admitted insomuch as the Defendants' title extends to the East bank of the Little Antietam Creek as it was located on March 15th, 1792 and described in instrument recorded at Liber G folio 621 of the Washington County Land Records.

29.The allegations contained in ¶¶23 and 24 of the complaint are Denied and Defendant further demands strict proof thereof.

30.The allegations contained in ¶25 of the complaint are Admitted.

31.The allegations contained in ¶¶26 through 35 of the complaint are Denied and Defendant demands strict proof thereof. There was a fire at the Estes property and the property was abandoned from 2005 through 2010.

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

32.The allegations contained in ¶36 of the complaint are Admitted, and Defendant incorporates by reference his answer to same.

33.The allegations contained in ¶37 of the complaint are admitted and Defendant incorporates by reference his answer to same.The allegations contained in ¶¶38, 39 and 40 of the complaint are Denied.

34.The allegations contained in ¶41 of the complaint are Admitted, and Defendant incorporates by reference his answer to same.

35.The allegations contained in ¶42 of the complaint are Admitted, that is what the statute says.

36.The allegations contained in ¶43 through 46 of the complaint are Denied.

37.The allegations contained in ¶47 of the complaint are Admitted, and Defendant incorporates by reference his answer to same.

38.The allegations contained in ¶48 of the complaint are Denied.

39.The allegations contained in ¶49 of the complaint are Admitted, and Defendant incorporates by reference his answer to same.

40.The allegations contained in ¶¶50, 51 and 52 of the complaint are Denied.

41.The allegations contained in ¶53 of the complaint are Admitted, and Defendant incorporates by reference his answer to same.

42.The allegations contained in ¶54 of the complaint are Denied as to the present tense, but admitted the area South of the Big Spring Branch was vacant wild lands as long as Defendant has resided in Keedysville, Maryland and from 2005 through 2010.

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

43.The allegations contained in ¶55 of the complaint are Denied, and Defendant demands strict proof thereof.

44.The allegations contained in ¶56 of the complaint are Admitted.

45.The allegations contained in ¶¶57 and 58 of the complaint are Denied.

46.The allegations contained in ¶59 of the complaint are Admitted, and Defendant incorporates by reference his answer to same.

47.The allegations contained in ¶60 of the complaint are Denied.

48.The allegations contained in ¶61 of the complaint are Admitted.

49.The allegations contained in ¶¶61, 62, 63 and 64 of the complaint are Denied.

ANSWER TO COMPLAINT IN CONSOLIDATED CASE - C-21-CV-21-000130

50.The Defendant answered June 22nd, 2020 with intention to defend the January 22nd, 2020 Complaint which was transferred from District Court and Defendant, as of September 5th, 2021, has not been served with a pleading compliant with Rule 2-303(a) using numbered paragraphs in the Circuit Court.

51.The Defendant is answering to the extent possible, reserving and saving and incorporating herein all previous and legally allowed defenses and generally denying the allegation of trespass, and admitting the Defendant enters all the land on the West side of

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

the Little Antietam Creek, and the Public Waterway of the Little Antietam Creek in Keedysville, Maryland openly and notoriously.

52.Plaintiff is not entitled to possession of the land west of the Little Antietam Creek in Keedysville, Maryland by virtue of the Superior Title and right of Uncle Eddies brokedown palace, LLC. Plaintiff is unable to produce recorded title in the land records to land South of the Big Spring Branch or Little Antietam Creek in Keedysville, Maryland and Defendant demands strict proof thereof.

FURTHER ANSWER - MD Real Prop Code § 14-607

MD Real Prop Code § 14-607(a)(1) (2019) - Answer - Claim the Defendant has to the Property

53.Defendant is the legal owner by virtue of recorded title held at Liber 6729 Folio 365 et seq. of the Washington County Land Records of fee simple property south of the "Estes Property" as described in Complaint known as the "Abandoned B&O Railroad" and labeled on plat 9186 described in Complaint.

54.Defendant is the legal owner by virtue of recorded title held at Liber 6729 Folio 365 et seq. of the Washington County Land Records of fee simple property described in Liber N.N. Folio 520 of the Washington County Land Records to the extent aforesaid property was not conveyed out by any other instrument of record and remained in the title of Samual Cost, his heirs and assigns.

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

55. Defendant is the legal owner of land South of the Big Spring Branch in Keedysville, Maryland; North of the 57 line of the Resurvey of Felfoot Enlarged; West of the East bank of the Little Antietam Creek as described on instrument recorded at Liber G folio 621 of the Washington County, Maryland land records; and East of the lands of Uncle Eddies brokedown palace, LLC; by virtue of title deed recorded at Liber 6729 folio 365 among the land records of Washington County, Maryland; to the extent aforementioned land is not determined to be in chain of title to Uncle Eddies brokedown palace, LLC.

MD Real Prop Code § 14-607(a)(2) (2019) - Answer - Facts tending to controvert material Allegations of the Complaint

56.Adverse Possession is a fact for the Jury to decide, the Plaintiff does not have jurisdiction in equity, legal title draws possession to the legal owner, equity entertains jurisdiction when a party is in possession, or lacks remedy at law, the Plaintiff is not and can not be in possession of property he does not have legal title to. "The 'ground of equity jurisdiction' in a bill *quia timet* was the fact of actual or constructive possession." See *Porter v. Schaffer*, 728 A. 2d 755 - Md App (1999)

57.In *Goen v. Sansbury*, 149 A. 2d 17, 255 - Md (1959) "The principles of law that control the case are well established:

> Generally, one who has color of title, like one who has actual title, has constructive possession of the land within the outlines of his title, although he actually occupies only a part of it. However, one who enters upon the land of another, though under color of title, gives no notice to that other of any claim, except to the extent of his actual occupancy. Thus, if a true owner be in actual possession of part of the whole land to which he has record title, he is in constructive possession of all of the land which is not actually possessed

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

> by another who claims through color of title, and this although the owner's actual possession is not within the limits of the land claimed by the other. This result has been reached by the cases because both parties cannot be seised at the same time of the same land under different titles and the law adjudges, therefore, the seisin of all that is not in the actual occupancy of the adverse party to him who has the better title.
>
> *** *** ***
>
> In *Hines v. Symington,* 137 Md. 441, 446, it was said: 'This Court has decided that the possession of part of a tract of land by the rightful owner is constructive possession of the whole, as against one in possession of a part and claiming the whole under color of title, except as to the part actually occupied by the claimant.' The statement was based on the decision in *Schlossnagle v. Kolb,* 97 Md. 285, 292. There the Court said: 'In this kind of mixed constructive possession the legal seisin is according to the title. Title draws possession to the owner', and then adopted from 3 *Washburn on Real Property,* Sec. 1986, the statement that '* * * as against the owner in occupation adverse possession under color of title is of no avail as a foundation of title. This is true even if the owner go into occupation of a part of his land after the disseisin has commenced. The running of the statute will thereby be stopped as to so much of the land as was constructively possessed and will be restricted to that in actual possession.' See also *Hunnicutt v. Peyton,* 102 U.S. 333, 26 L.Ed. 113." [Emphasis Added]

58.*Acts in Pais* such as abandonment are a fact for the jury to decide. "The act or acts relied on, however, to effect such result, must be of a decisive character; and while a mere declaration of an intention to abandon will not alone be sufficient, the question, whether the act of the party entitled to the easement amounts to an abandonment or not, depends upon the intention with which it was done, and that is a subject for the consideration of the jury." See *Chevy Chase Land Co. v. US,* 733 A. 2d 1055 - Md App (1999) (citing *Vogler v. Geiss*, 51 Md. 407 - 1879)

59.Maryland law "Where the condition of the title is known to both parties or both have the same means of ascertaining the truth, there can be no estoppel." see *Jurgensen v. New Phoenix*, 843 A. 2d 865 - Md App (2004). (Quoting *Mountain Lake Park Ass'n v. Shartzer*, 83 Md.

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

10, 13-14, 34 A. 536, 537 (1896) (quoting *Brant v. Virginia Coal & Iron Co.,* 93 U.S. 326, 337, 23 L.Ed. 927, 929-30 (1876))

60."Of course, the party who relies on an estoppel has the burden of proving the facts that create it." *Jurgensen v. New Phoenix*, 843 A. 2d 865 - Md App (2004).(citing *Doub v. Mason, 2 Md. 380, 406 (1852); First Nat. Bank v. Mayor and City Council, 27 F.Supp. 444, 454 (D.Md.1939)*)

61.Plaintiff by his trespass and interference claims to have terminated the property rights of Defendants. The Plaintiff request the Court reward his bad behavior with equity, but Plaintiff is not so afforded based upon the facts as a matter of law. The Doctrine of Clean hands expressly bars Plaintiff from relief in equity, see *Adams v. Manown*, 615 A. 2d 611 - Md. (1992) quoting **D. Dobbs,** *Remedies § 2.4, at 46 (1973)* puts the concept as follows:

> "It is only when the plaintiff's improper conduct is the source, or part of the source, of his equitable claim, that he is to be barred because of this conduct. `What is material is not that the plaintiff's hands are dirty, but that he dirties them in acquiring the right he now asserts.'"

and *Adams supra:*

> "The clean hands doctrine is not applied for the protection of the parties nor as a punishment to the wrongdoer; rather, the doctrine is intended to protect the courts from having to endorse or reward inequitable conduct. *Space Aero Prods. Co. v. R.E. Darling Co.,* 238 Md. 93, 120, 208 A.2d 74, 88, *cert. denied,* 382 U.S. 843, 86 S.Ct. 77, 15 L.Ed.2d 83 (1965); *Niner v. Hanson,* 217 Md. 298, 309, 142 A.2d 798, 803 (1958). "It has also been said that the maxim has nothing to do with disapproval of the character or past behavior of the applicant but only with the effect of his present application." *Niner,* 217 Md. at 309, 142 A.2d at 803. "`Equity does not demand that its suitors shall have led blameless lives.'" *Id.* (quoting *Loughran v. Loughran,* 292 U.S. 216, 229, 54 S.Ct. 684, 689, 78 L.Ed. 1219, 1227 (1934)). Thus, an important element of the clean hands doctrine is that the alleged misconduct must be connected with the transaction upon which the claimant seeks relief."

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

> See also, in this state, *Thomas v. Klemm,* 185 Md. 136, 142, 43 A.2d 193, 197 (1945); *Baltimore Humane Impartial Soc'y & Aged Women's & Men's Homes v. Marley,* 156 Md. 478, 482, 144 A. 521, 522 (1929); *Equitable Gas Light Co. v. Baltimore Coal Tar and Mfg. Co.,* 65 Md. 73, 84-85, 3 A. 108, 111 (1886), and elsewhere, *Fibreboard Paper Prods. Corp. v. East Bay Union of Machinists, Local 1304, United Steelworkers of America, AFL-CIO,* 227 Cal. App.2d 675, 39 Cal. Rptr. 64, 98 (1964) (applying the maxim where the claim sued upon is independent of the unclean hands conduct "would be to sanction an assault upon a person who has perpetrated a fraud upon or breached a contract with the assaulter")."

62.To the extent the Plaintiff has trespassed or interfered with Defendants property rights in a way that he has factual evidence that gives rise to an ACTION AT LAW, he has not done so for the required 20 year period such that the statute of limitations has foreclosed the Defendant's right to Ejectment and/or damages for interference in the same claim. In the case of *Schaeffer v. Sterling,* 176 Md. 553, 6 A.2d 254 (1939), the Court stated that when applying the clean hands doctrine an equity court "will leave [the complainant] to whatever remedies he may have *at law.*" *Id.* at 555, 6 A.2d at 255 (emphasis added).

*63.*When a case involves concurrent legal and equitable remedies, "the applicable statute of limitations for the legal remedy is equally applicable to the equitable one." *Frederick Road Ltd. Partnership v. Brown & Sturm,* 360 Md. 76, 117, 756 A.2d 963, 985 (2000)*, q*uoting *Schaeffer v. Anne Arundel County, 338 Md. 75, 81, 656 A.2d 751, 754 (1995).*

64.In December 2005 there was a tragic fire at what Plaintiff Estes claims as the Estes property. The home at 22 Mt. Hebron road, Keedysville, Maryland was not inhabitable and/or was abandoned for a period of years prior to Plaintiff Estes taking possession in 2010.

65.Predecessor in title to Uncle Eddies brokedown palace LLC, Harry C. Hutzell and his son David made exclusive use of the land South of the Big Spring Branch in Keedysville,

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

Maryland Estes claims while they occupied the property. Harry C. Hutzell and son David Hutzell hunted for squirrel and deer, fished from both banks, swam in the creek, took firewood and excluded others from the property openly, notoriously, exclusively and continuously for a period of at least 20 years during 1963 through 1988. The use of the land South of the Big Spring branch Estes claims was hostile to the legal owner to the extent it was not in their legal title.

66.The property known as 22 Mt Hebron road in Keedysville, Maryland and the neighboring property known as 13 Dogstreet road in Keedysville, Maryland contained old stone houses that were not inhabited by anyone from a period of time after 1966 and prior to 1988 when Richard Jolles purchased 22 Mt. Hebron road, and Jeffrey Young purchased 13 Dogstreet road. Expert surveyor Frederic Frederick was hired to plat the aforementioned properties and "set" all new iron pins and drew plats with "corrected bearings and distances" to describe the aforementioned properties. Prior to 1988 Jeffrey Young and Christopher Joliet, Esq. described the property known as 13 Dogstreet road as a "lover lane" and party place. During the period of 1966 through 1988 (22 years) Harry Hutzell and his family had free reign of the area South of the Big Spring branch in Keedysville, Maryland claimed by Estes; to continuously hunt, forest, gather wood and make exclusive use of land openly, notoriously and hostile to the record owner to the extent it was not their land, and they did so at their leisure.

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

67.Plaintiff Estes was on Notice of a deed overlap with Defendants title by means easily ascertainable in the land records. The chain of title to Uncle Eddies brokedown palace, LLC property has a "being the same as" clause all the way back to deed dated 1872 from Cost to

Kretzer and the description of the land remained constant. By searching for 1 additional conveyance to Cost from Hess recorded at Liber N. N. Folio 520 Sept. 10th, 1832, Plaintiff would be aware of the instrument dated March 15th, 1792 recorded at Liber G folio 621 known as the Resurvey of Felfoot Enlarged which described the boundary as the East Bank of the Little Antietam Creek.

68.The description of the property in Plaintiff Estes predecessor's title, prior to the Frederic Frederick "setting" new iron pins after Frederic Frederick "corrected bearings and distances" in 1988 remained constant from 1888 until 1988 with a "being the same as" clause.

69.Estes predecessor's title prior to 1888 does not contain any land South of the Little Antietam Creek and/or Big Spring branch as is described as "crossing" the creek in "Tract A" of deed recorded at Liber 960 folio 502 (deed "L960f502") of the Washington County land records. The lack of recorded title to land South of the Little Antietam Creek and/or Big Spring branch in Keedysville, Maryland is easy to discern because deed L960f502 that Frederic Frederick used to conduct survey work in 1988 references the predecessor deed recorded at Liber 91 folio 452 of the Washington County Land records. The deed recorded at Liber 91 folio 452 among the land records of Washington County, Maryland describes land that is North of the Little Antietam Creek and Big Spring branch in Keedysville, Maryland with a boundary running down the centerline thereof. Defendant has made a good faith search and failed to locate any transfer in the Grantor/Grantee index that purport to grant title to Estes or his predecessor to the land he claims South of the Little Antietam Creek and/or Big Spring branch as the "Estes Property" in the instant lawsuit.

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

70.Plaintiff Estes in his answer to discovery has acknowledged the boundary in what Plaintiff refers to as the "1832 deed" or deed recorded at Liber N.N. folio 520 as being the controlling and senior deed that first created the boundary in dispute.

71.In *Bowie v. W. Md. R.R. Terminal Co.,* 133 Md. 1, 11-12, 104 A. 461 (1918), the Court of Appeals explained:

> "Reasons for These Rules — The natural presumption where a deed conveys land bordering on a stream or highway is, that the grantor means to convey what he owns, and not to reserve a strip of land of no value to him, but the loss of which to the grantee might be productive of great injury. He has power by apt words to reserve what and as much as he pleases, or so to frame the language of his conveyance as to limit the land conveyed to the line of the stream or highway, without extending further, and in all such cases, courts are bound to give effect to his expressed intention. But in the absence of words showing such an intention, it is not presumed that the grantor intended to retain in himself the fee to the street or stream when he has parted with the adjoining land. Therefore it may be said to be a universal rule, that a deed giving a stream as a boundary will convey title to the center of the stream or to low or high water mark, *depending upon how far the grantor's title extends.* By such a description the grantor will convey all that he owns, unless a contrary intent appears from the language of the deed. The deed is taken most strongly against the grantor in the application of this rule and *courts will not favor the presumption* that he has retained title to the bed of the stream."[Emphasis Added]

72. The deed L960f502 in its description includes a stake on the east bank of the creek on the same line as Plaintiff Estes claimed boundary with N/F Austin Flook and the boundary as described in instrument recorded at Liber G folio 621 among the Land Records of Washington County, Maryland. In March 15th, 1792 Jacob Hess's title extended to the East bank of the Little Antietam Creek which is now the Western edge of the land in Keedysville, Maryland depicted as N/F Austin Flook on plat 9186. The Court is to presume grantor David Hess as heir to Jacob Hess granted unto Samuel Cost by deed dated September 10th, 1832 and recorded at Liber N. N. folio 520, all that he owned.

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

73.Aaron Cost was son and heir of Samuel Cost. Aaron Cost and wife Malinda, granted the remaining Cost farm in Keedysville, Maryland to Emery A. Pry by virtue of deed dated February 8th 1890 and recorded at Liber 96 folio 93 (deed "L96f93") among the land records for Washington County, Maryland. Deed L96f93 was the last grant recorded in land records from Grantor Aaron Cost related to the sale of his father Samuel Cost's estate in Keedysville, Maryland. Charles Dudley Pry was sole heir to Emory A. Pry and Emory A. Pry did not grant any of his land away he received from Aaron Cost and wife in deed L96f93. Jenifer Butts was sole heir to Charles Dudley Pry, and was granted all of his remaining lands in deed recorded at Liber 659 folio 580 (deed "L659f580") among the land records of Washington County, Maryland. Charles Dudley Pry did not grant away any lands in Keedysville, Maryland.

74.To the extent the Court would determine that David Hess in 1832 when granting land to Samuel Cost in deed NN520, used apt words to reserve to himself a strip of land under the Little Antietam Creek of little or no value to him, but of great harm to the grantee; Defendant Holder has acquired title by virtue of title deeds granted from Jenifer Butts as sole heir to Samuel Cost.

75. It is the Plaintiff's burden of proof to show title that is prima facia good in sustaining his action in equity *Porter v. Schaffer*, 728 A. 2d 755, 767 - Md App (1999):

> "The purpose of an action to quiet title is to 'protect the owner of legal title "from being disturbed in his possession and from being harassed by suits in regard to his title by persons setting up unjust and illegal pretensions...."' *Wathen v. Brown,* 48 Md. App. 655, 658, 429 A.2d 292 (1981)(quoting *Textor v. Shipley,* 77 Md. 473, 475, 26 A. 1019 (1893)). In pressing such a claim, the plaintiff has the burden of establishing both possession and legal title by 'clear proof.' *Stewart v. May,* 111 Md. 162, 173, 73 A. 460 (1909); *see Polk v.*

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

> *Pendleton,* 31 Md. 118, 124 (1869)(stating that the claimant must prove 'clear legal and equitable title to land connected with possession').

A helpful notation in 65 Am.Jur.2d *Quieting Title* (1972 & Supp.1998) describes the various burdens of proof that traditionally apply to a quiet title action. The notation states, in part:

§ 78 Complainant's burden of proof.

> In a quiet title action, or a proceeding to remove a cloud from title, the burden of proof rests with the complainant as to all issues which arise upon essential allegations of his complaint. He must prove title in himself if the answer denies his title or if the defendant claims title adversely.... Complainant in a quiet title action must present clear or satisfactory proof of title to be entitled to relief; if the showing in this respect leaves judicial conscience in doubt, relief will be denied. As frequently stated, the complainant's right to relief depends upon **the strength of his own title**, not upon the weakness of the title of his opponent. Thus, it has been said that a plaintiff has no interest in land if he himself does not own it, and that whomever the court determines to be the true owner is of no concern to him. **Having failed to establish title in himself,** he cannot complain of insufficiency of the evidence upon which the court adjudged title to be in the defendant." [Emphasis Added]

Plaintiff Estes' Complaint fails on its face to establish "clear proof" of title in Plaintiff with any specificity as to land south of the Little Antietam Creek and/or the Big Spring branch in Keedysville, Maryland. Plaintiff can not meet his burden to sustain an action to quiet title.

76.Plaintiff Complaint alleged legal title, only referencing a plat, that is now agreed by multiple experts (including the author), to be inaccurate and performed without the benefit of a title search. The Plaintiff himself admitted in November 23rd, 2021 deposition that he or his agents have not performed a competent title search of the subject property, and Plaintiff further failed to make a claim of title superior to the Defendants in opposition of

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

an April 28th, 2021 Motion for Summary Judgement on Ejectment, instead Plaintiff filed a sham affidavit on predecessor adverse possession to keep his bogus claim alive.

77.Even under the relaxed standard of estoppel, the Plaintiff points to nothing the Defendants have done intentionally or innocently, which Plaintiff relied upon to change his position to his detriment., see *Zimmerman v. Summers*, 330 A. 2d 722 - Md. App (1975) "The rather narrow scope of the factual basis required for estoppel was expressed in *Oberheim v. Reeside,* 116 Md. 265, 81 A. 590 (1911), where the Court said, at 276-77*:*

> 'It is a well settled principle that mere silence as to rights of record does not create an estoppel. *Frazee v. Frazee*, 79 Md. 30. In *Schaidt v. Blaul*, [66 Md. 141, 6 A. 669 (1886)] an alley was obstructed by the erection of massive stone wall, and a stable, the former having been finished and the latter being in course of construction when the owner of an easement in the alley applied for an injunction. The defense was interposed, among others, that the plaintiff with full knowledge that the work was in progress and that large sums of money were being expended upon it by the defendant, made no complaint of any kind until it was completed. *Casey v. Inloes*, 1 Gill 502, as follows: "The doctrine that where one stands by and sees another laying out money on property, to which he himself has some claim or title, and does not give notice of it, he can not afterwards, in equity and good conscience, set up such claim or title, **does not apply to an act of encroachment on land, the title to which is equally well known, or equally open to the notice of both parties**; but the principle applies only against one who claims under some trust, lien or other right, not equally open and apparent to the parties and in favor of one who would be misled or deceived by such want of notice."'
>
> *** *** ***

The rule, unrelaxed, is stated, with specific application to real property, in 28 Am.Jur.2d *Estoppel & Waiver* § 81 (1966) as follows:

> 'As a general thing, in order to establish an equitable estoppel against one asserting his title or claim to real property, the party attempting to raise it must show an actual fraudulent representation, concealment, or such conduct or negligence as will amount to a fraud in law, and that the party

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

> setting up such estoppel relied thereon, and was actually misled thereby to his injury. If, at the time when he acted, the party claiming the estoppel had knowledge of the truth, or had the means by which with reasonable diligence he could acquire the knowledge so that it would be negligence on his part to remain ignorant by not using those means, he cannot claim to have been misled by relying upon the representation or concealment. It must be pointed out, moreover, that in all instances a clear, strong case of estoppel must be made out where a clear legal title to land, requiring written conveyance to pass it, is to be divested out of its owners and vested in others as if a conveyance had been made. Furthermore, it has been stated that an estoppel in *pais* alone is not sufficient to cause equity to compel a transfer of the title to real estate to the one in whose favor it runs, when the value of the land has materially increased since the estoppel accrued, so that payment of its former value, without interest, will involve less injury to those in possession. Of course, **a mere trespasser may not estop the owner from asserting his title in a court of law or equity.**'" [Emphasis Added]

78.Plaintiff Benjamin Estes and Defendant Justin Holder both make claims to the fee simple unencumbered land in which the Maryland Department of Natural Resources also makes claim by deed recorded at Liber 1015 Folio 796 et seq. of the Washington County Land Records.

79.The "Abandoned Railroad" described as the Hagerstown to Weaverton/Washington County Branch of the B and O Railroad was Abandoned by I.C.C. Docket AB 19 Sub 20 on June 19th, 1978 and served June 22nd, 1978, and consummated on or before November 15th, 1978 by letter from Regina Gunning, General Attorney; confirming the ties, tracks, timber were salvaged and all bridges dropped by journal entry.

80.Michael Swygert, Director of Information for the Maryland Department of General Services (Mr. Swygert), in Subpoena *Duces Tecum* served July 20th, 2021 (DGS Subpoena), did not produce any Federal "RAIL-BANKING" agreements, when specifically requested in

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

the Schedule of Documents; to illustrate the Maryland Department of Natural Resources Federal Authority for Continued Use of the "Abandoned Railroad" as a Hiker/Biker Trail.

81."Mr. Swygert", in "DGS Subpoena", did produce substantial evidence the state of title CSX Transportation INC.; transferred to the State of Maryland to the benefit of the Department of Natural Resources was unknown, unconfirmed and highly contested. The Responsive documents included SKM_454e21070909521.pdf described as a spreadsheet of parcels acquired by the "Abandoned Railroad". The column on SKM_454e21070909521.pdf titled "Character of Title" was redacted.

82.Letter from CSX Transportation INC., offered to provide assistance for 10 years to reimburse the State of Maryland $3082.44 per acre, for the portions of property quit claimed by deed at Liber 1015 Folio 796, that had "claims regarding title.....confirmed by the Court" and "sale assistance [did] not include cost to defend title". Aforesaid letter is annexed to the aforesaid deed and recorded in Land Records.

83.The "Abandoned Railroad" described as the Hagerstown to Weaverton/Washington County Branch of the B and O Railroad which was acquired by the Washington County Rail Road Company as a *quasi*-public company incorporated by Chapter 334 of the Acts of Assembly of 1864, which said company was granted, by the said Act limited right "to construct a road or roads from Hagerstown to any point on the line of the Baltimore and Ohio Railroad east of Harper's Ferry ... not exceeding sixty-six feet wide," and "after the purchase and condemnation thereof ... may enter upon and use and excavate any land that may be wanted for the site of the said railroad.".

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

84.Jeffrey Young and Defendant Justin Holder both enter upon and make use of the "Abandoned Railroad" described as the Hagerstown to Weaverton/Washington County Branch of the B and O Railroad and have taken occupation of same; operating motorized vehicles and equipment on the land for maintenance and enjoyment at will.

85."[t]he general rule is that the right and title to a mere easement in land acquired by a *quasi*-public corporation, either by purchase, condemnation or prescription, for a public purpose is dependent upon the continued use of the property for that purpose, and when such public use is abandoned the right to hold the land ceases, and the property reverts to its original owner or his successors in title." *Maryland & Pa. R. Co. v. Mercantile-Safe Deposit & Trust Co*., 224 Md. 34 (1960), *Chevy Chase Land Co. v. US*, 733 A. 2d 1055 - Md (1999), *East Wash. Railway v. Brooke,* 223 A. 2d 599 - Md (1966), *Read v. Montgomery County*, 643 A. 2d 476 - Md App (1994), *DC Transit Systems v. SRC*, 270 A. 2d 793 - Md (1970), and *Montgomery Co. v. Bhatt*, 130 A. 3d 424 - Md (2016).

86.Section 3 of Chapter 334 of the Acts of Assembly of 1864 granted the "...Washington County Railroad Company, and by that name shall be capable in law of purchasing, holding, selling, leasing and conveying estates, real , personal and mixed, so far as shall be necessary for the purposes hereinafter mentioned, **and no further**..." [Emphasis Added]

87.In the instant case C-21-CV-20-000430, Justin Holder claimed title to the fee simple property known as the "abandoned railroad" and the Maryland Department of Natural Resources capitulated in any claims, negotiated a dismissal with Plaintiff Benjamin Estes in

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

exchange for Plaintiff "abandoning his claim to the railbed", and was dismissed over the objection of Justin Holder.

88.In an email from the assistant attorney general to the deputy state's attorney on October 13, 2020, she stated: "DNR understands that your office may determine to nolle pros the four citations issued to Justin Kyle Holder in June 2020. Please let me know if you plan to prosecute Mr. Holder under Criminal Law Section Article 6-301 for Malicious Destruction of Property, which you seemed inclined to pursue as late as September 11, 2020 according to your email to Mr. Holder's attorney."

89.The deputy state's attorney responded, harshly criticizing the DNR for wanting to maintain the case against Justin Holder when DNR is not even confident enough in its own title to bring an action to assert the same in civil court:

"As requested in my e-mail of October 1, 2020, please let me know how DNR is going to proceed on the civil end. Your e-mail was silent regarding my request for information – not that you have any obligation to tell me. The State will wait until the citations are set for trial to make any determination on how it is going to proceed, but given the DNR's apparent lack of interest in this matter, additional charges are unlikely, unless a different victim, who is more interested in asserting its rights steps forward. Needless to say, this office won't be devoting any keen resources to a case that the DNR won't take to civil court. I'll let you know when the citations are set. Mary [Ironside], if and when this matter goes to trial, please be ready to explain during your testimony why DNR feels that criminal charges are appropriate in a case where DNR cannot or will not exert its property rights in equity court.

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

The Judge will want to know and understand that answer, because it goes to the heart of the matter. It is a real headscratcher." (Emphasis added)

90.When the I.C.C. approved abandonment of the Washington County Branch of the B and O Railroad on June 18th, 1978 it did so with the authority of the Public through Congress in 1920 with the Transportation Act; which gave the I.C.C. the absolute authority to decide that an "abandoned line is a matter which the experience of the Commission qualifies it to decide. And, under the statute, it is not a matter for judicial redecision."[Emphasis Added] *Purcell v. United States*, 315 U. S. 381, 384 (1942). See further *Chicago & North Western Transp. Co. v. Kalo Brick & Tile Co*., 450 US 311 - Supreme Court 1981.

91.While the I.C.C. did provide a 180 day opportunity for the Public to claim rights , the I.C.C. did not place any conditions of Public use on the Rail Line under the 1976 Railroad Revitalization and Reform Act 49 U.S.C. Section 809(c).

92.The National Trails System Act, 16 U.S.C. 1248 Section8(d) was passed in 1983 5 years after the I.C.C. docket AB 19 sub 20 total right of way and line abandonment was consummated by November 15th, 1978 letter advising the I.C.C. the line was salvaged.

93.George Forlifer as Corporate Designee for Maryland Department of Natural Resources, on January 26th, 2022 answered the question "Does the public have any use for the abandoned railroad, eminent use to benefit the public currently?" for the Maryland Department of Resources "I don't know.".

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

94.George Forlifer as Corporate Designee for Maryland Department of Natural Resources, on January 26th, 2022 answered the question "How is that land right now being used to benefit the public, if at all?" for the Maryland Department of Resources "I don't know.".

95.George Forlifer as Corporate Designee for Maryland Department of Natural Resources, on January 26th, 2022 answered the question "Is there any spot on the Weverton to Roxbury Rail Trail that people can ride their bikes right now, that you're aware of?" for the Maryland Department of Resources "I don't know.".

96.George Forlifer as Corporate Designee for Maryland Department of Natural Resources, on January 26th, 2022 answered the questions "Have you ever seen anybody riding their bike on the abandoned railroad?" and "Have you ever seen anybody hiking on the abandoned railroad?" for the Maryland Department of Resources "No".

97.The Maryland Department of Natural Resources have been on notice of Justin Holder's claimed rights and interest, have neglected to come to Court and avail themselves of any claimed rights and interest adverse to Justin Holder and should be concluded in the same proceeding as they have acquiesced and capitulated when faced with a claim superior to any title they currently hold to the "abandoned railroad".

98.Justin Holder has posted his title openly and notoriously; making his claim to the "Abandoned Railroad" in the Town Minutes of Keedysville, sending his legal title directly by email to Assistant Attorney General Talley Kovacs, Attorney for Department of Natural Resources on at least 3 occasions, showing his deed to anyone who asked for it and anyone who has a right to see it.

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

99.The Department of Natural Resources have not made claim superior to the recorded title of Justin Holder to the "Abandoned Railroad" in over 30 email correspondence with Justin Holder discussing the States alleged claims. When asked to prove their title *vel non,* the States Attorney Joseph A. Michael (Mr. Michael) called Defendant Justin Holder a "Fraud, bootstrapping a colorable claim", Defendant obliged the State with a 2 page letter quoting "Mr. Michael" and the Honorable Judge Chasanow from *Chevy Chase Land Co. v. US*, 733 A. 2d 1055 - Md (1999), in concluding the same of the State. The State did not respond to that Email.

100.In Liber 6366 Folio 359 of the Washington County Land Records the Grantor Department of Natural Resources describes the "Abandoned Railroad" as "claims ownership interest of all that land.....recorded at Liber 1015 Folio 796" in an easement Granted to the Town of Keedysville, MD in the vicinity of this dispute.

101.The Department of Natural Resources can not and will not dispute that Justin Holder is in possession of the land described in his legal title held at Liber 6729 Folio 365 et seq. of the Washington County Land Records.

102.Defendant Justin Holder is seison in the entirety of his freehold estate in Keedysville, Maryland, maintaining exclusive dominion over all his land, with the exception of Land trespassed on by David and Erin Ickes, land underneath a wagon that Jeffrey Young has chained and locked to a tree and any legal use by the Public or invitees.

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

103.Deed L659f580 the predecessor deed to Stonecrest purports that the Eastern boundary of lands described therein are the same lines as the 2nd and 3rd lines on a deed dated

September 10th, 1832 from David Hess of Montgomery, Ohio to Samuel Cost of Washington County, Maryland and recorded at Liber N. N. Folio 520 (deed "NN520") among the Land Records of Washington County, Maryland. Defendant Uncle Eddies is the record owner of land North of Stonecrest by confirmatory deed dated July 18th, 2020 from the Estate of Mary Jane Hutzell and recorded at Liber 6468 folio 345 (deed "L6468f345") among the Land Records of Washington County, Maryland. The deed L6468f345 purports to contain a chain of title back to land described on deed NN520, and further describes the property as a peninsula shaped piece of land North of Stonecrest and generally bound by the Little Antietam Creek in Keedysville, Maryland.

104.Defendant's Remaining Lands are described by Professional Land Surveyor George Nagel ("Mr. Nagel") at folio 253 of deed L6370f249 on a Surveyor Certificate appended thereto, that more particularly describes a portion of the Defendant's land in Keedysville, MD as beginning at a Stone Monument (the "Stone") "found" on the 12th line of deed dated April 30th, 1945 from Grantor's J. Albert Shank and Francis S. Harp, Attorneys in fact for Sarah E. Shank and Sarah E. Shank, widow to Roy G. Reeder and Mae Reeder, his wife and recorded among the Land Records of Washington County, Maryland at Liber 230 folio 139 (deed "L230f139").

105.In 1988 Professional Land Surveyor Frederic Frederick ("Mr. Frederick") performed survey work for Mr. Young's predecessor Harry Wickline and made a plat of same known as Plat 2499 (Plat "2499") and recorded aforesaid Plat 2499 among the Plat Records of

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

Washington County, Maryland. Mr. Frederick "set" Iron Pins at what Mr. Frederick believed to be the Northern Boundary of Mr. Young's property described on deed L885f110.

106.The property Mr. Estes claims, was surveyed by Mr. Frederick in 1990 and Plat 4040 (Plat "4040") was recorded among the Plat Records of Washington County, Maryland to further describe aforesaid claimed land. Mr. Frederick also prepared a property description for Mr. Estes predecessor in title that describes the claimed land being conveyed as binding on the land of Harry Hutzell jr., a predecessor to Uncle Eddie along the Western Boundary as purported in deed L6468f345. The monuments used to describe the Western boundary of Mr. Estes claimed land by Mr. Frederick were either "set" during the survey work for Plat 4040, or designated as such for the first time in the description Mr. Frederick prepared after conducting aforesaid survey work for Mr. Estes predecessor.

107.In a March 2022 deposition in case C-21-CV-20-000430, Esquire John Dowling stated he was hired by Mr. Estes because Mr. Frederick would not stand behind his survey. In case C-21-Cv-20-000371, Mr. Young designated expert surveyor Frederic Frederick as a witness, and then immediately withdrew the designation when Mr. Frederick's agent Sarah James, Esq. demanded the same from Mr. Young's agent David Pembroke, Esq.

108.Deed L230f139 references a deed dated April 1st, 1864 from Nicholas Stine and wife to Jacob Keedy recorded at Liber I. N. 17 folio 583 (deed "IN17f583") among the Land Records of Washington County, Maryland. The lines by courses and distance on IN17f583 describe the same land as Parcel 4 on L230f139 saving and excepting a parcel of land granted from

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

Hoover to Clopper on February 14th, 1896 and recorded at Liber 104 folio 541 (deed "L104f541") among the Land Records of Washington County, Maryland. Deed L104f541 is purportedly a predecessor deed to the Southern part of Lands claimed by Mr. Estes in Keedysville, Maryland according to Mr. Frederick. The other portions of L230f139 Parcel 4 are now part of the Rockingham Subdivision in Keedysville, Maryland or claimed by Mr. Young by deed L885f110.

109.Mr. Estes also claims lands in Keedysville, Md known as Parcel 293, which were subdivided away from the lands described as Parcel No. 4 on deed L230f139 ("parcel 293"). Parcel 293 is benefitted by an express easement for ingress and egress over and through lands claimed by Mr. Young and recorded on deeds L434f776 and L885f110. When the Defendants in case C-21-CV-20-000430 are successful in their thus far superior claim of title to land in dispute, Mr. Estes Parcel 293 will be landlocked without a right of way over and through lands of Mr. Young.

110.The 9th through 13th lines of deed IN17f583 run generally the same bearings and distances as the 2nd through the 6th lines on deed NN520. In 1865 Samuel Cost was the record owner of lands described by deed NN520 and Jacob Keedy was the record owner of lands described by deed IN17f583; therefore the 5 lines being lines 2 through 6 on NN520 and lines 9 through 13 on IN17f583 formed the divisional line between Samuel Cost and Jacob Keedy (the "Cost/Keedy" divisional line). The southern part of the property Mr. Estes claims in Keedysville, Maryland as saved and excepted from the Rockingham subdivision

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

carve off, is generally a square described by the same courses and distances as the 7th line on the East and 8th lines on the North of IN17f583.

111.The Stone that is the beginning monument of Remaining Lands described on deed L6370f249 is depicted on a boundary survey ("Eddie's Survey") created under the care of Mr. Nagel on August 31st, 2021, see **Exhibit 1 - Eddie's Survey.** Eddies survey depicts a line drawn from the planted "Stone" "found" at the beginning of Remaining Lands on deed L6370f249 to a point allegedly on the boundary line of lands of Defendant Uncle Eddie and Mr. Estes at a point in the thread of the Little Antietam Creek; aforesaid line is generally the same bearing and distance as the 4th line on NN520 and the 11th line on IN17f583.

112.While some of the Remaining Lands may be included on Plat 2499 and "in rem" in the instant case filed by Mr. Young, Mr. Young has expressly limited the extent of his claim to the iron pin "set" by Mr. Frederick. Mr. Young has denied that the Stone at the beginning of Remaining Lands is the same Stone monument "found" by Mr. Nagel and beginning the 12th line on L230f139. Mr. Estes has stated the Stone monument "found" by Mr. Nagel has no impact on the boundary of his claimed lands and also relies on the Iron Pins "set" by Mr. Frederick. Mr. Frederick stated that when performing survey work for Mr. Young's predecessor in 1988 he (or agents) looked but could not find the Stone that was the beginning of the 12th line on Parcel 4 of deed L230f139, but the Stone could still be in place and Mr. Frederick said he "could be mistaken."

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

113.Mr. Nagel has in fact properly located the Stone monument at the beginning of the 12th line of L230f139 thus locating the Cost/Keedy divisional line and made Uncle Eddie a survey depicting the 11th line of IN17f583 and 4th line of NN520 as a line connecting the Stone to the Little Antietam Creek. Mr. Nagel on Eddies Survey, apparently relies on the Stone rather than the Iron Pins "set" by Mr. Frederick to locate the Cost/Keedy divisional line; and therefore the boundary between Uncle Eddie and Mr. Estes.

114.While part of Defendant's Remaining Lands may lie in what Messers Young and Estes have placed "in rem" by case 371 and 430 to Quiet Title; the portion of Remaining lands North of the Iron pins "set" by Mr. Frederick for Mr. Young's predecessor, and south of the iron pins "set" by Mr. Frederick for Mr. Estes predecessor does not lie within the metes and bounds of lands Mr. Young and Mr. Estes have placed "in rem" in case 371 and 430. Plaintiff has also acquired title by virtue of deed L6729f365 to all lands remaining in title to predecessor Samuel Cost on deed NN520; which will include any additional lands escaped when Mr. Frederick allegedly abandoned the Cost/Keedy divisional line as it existed since 1864 delineated by Stone monuments, instead "setting" new Iron Pins.

115.Mr. Estes was placed on notice of the instant claim by the Honorable Andrew Wilkinson, and by Mr. Estes' presence in courtroom 5 of the Washington County Circuit Court on March 24th, 2022, as well as a multitude of other papers and pleadings served upon him and his agents. Mr. Estes has thus far neglected to join the suit and avail himself of his rights, if any, and will be concluded to have acquiesced and capitulated to aforesaid claims.

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

116.The owners of lots 9 through 14 of the Stonecrest Development shown on plat 8292, have also been served notice and made aware of the claimed rights and interest in the instant lawsuit, neglected to come to Court and avail themselves of any claimed right and interest and will be concluded to have acquiesced and capitulated to aforesaid claims.

117."The Stone" Monument "found" by professional Land Surveyor George Nagel (Mr. Nagel) of Fox and Associates Engineering as described on Deed held at Liber 6414 Folio 219 et seq. of the Washington County Land Records; and on deed at Liber 6370 Folio 249 (Title from Stonecrest Developer LLC - "The "Developer"); and on Jeffrey Young predecessor deed Liber 434 Folio 776 in which "The Stone" is the beginning monument for aforesaid "parcel 1" and "parcel 3" on aforesaid deed .

118."The Stone" Monument described on Surveyor Certificate attached to Deed at Liber 6414 Folio 219 et seq. of the Washington County Land Records as "found' by "Mr. Nagel" was "found" by Professional Land Surveyor [Mousk?] in 1965 when performing survey work for Harry Wickline, predecessor to Jeffrey Young and recorded in the land records at Liber 434 Folio 778 as a plat depicting planted stone in the Northwest Corner, at the beginning of "Parcel 1" and "Parcel 3" on aforesaid plat.

119.Professional Land Surveyor Frederic Frederick (Mr. Frederick) testified on March 16th, 2021 "· BY MR. RUBLE: Q.· ·So this exhibit is really just a page 3 Liber 434 Folio 778 of the deed to Wickline which has got the Mause [sic] 1965 survey and then the second page of the exhibit is the 1988 survey [Plat 2499}.· These are the same lands, right, Mr. Frederick? A.· ·I believe so. Q.· ·Okay.· So in comparing the two then, the 1966 deed description into the

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

Wickline starts at a planted stone ["The Stone"] beginning of the 12th line of the 1945 deed to ·Reeder, which I believe is up here in the corner.· I don't· know if you all can see my mouse or not. A.· ·I see it. ·Q.· ·And did you find that stone or did your folks find that stone? ·A.· ·Can you scroll down to my survey so that I can --· · Q.· ·Sure. ·A.· ·-- see it quickly?· And zoom in on it, please.· (Whereupon, the witness reviewed the document as requested.) THE WITNESS:· We did not find that stone because we say we set an iron pin there. · BY MR. RUBLE: **·Q.· ·Okay.· If you had found that stone, would you have shown that stone instead of setting a pin?** ·A.· ·If we could prove that it was the original stone. What do I mean by that?· There's a lot of stones occurring· in nature everywhere, so just because you find a stone doesn't mean it is the stone recited in a deed.· So you need to prove it by finding measurements that verify that it is that stone. **Q.· Okay.· Was any of that done with regard to this ·planted stone that appeared in the 1965 survey that you all didn't find?· Did you search for it and try to measure up where it would be?** A.· ·We did. **·Q.· ·And couldn't find the stone?** A.· ·We did not. **·Q.· ·Okay.· So if another surveyor were to say here in 2021 that he can go find that stone, would he be mistaken or would you be mistaken?** A.· ·We could be mistaken, but we looked for it and we didn't find it.· And, you know, some people set these things as they want to.· So it wasn't there, to the best of· our knowledge, that my survey crews did not find it. **·Q.· ·Would I be correct to refer to that planted stone as a monument?** A.· ·If it's the original stone, yes." "Mr. Frederick Depo" 23:14 - 25:18 March 16th, 2021.

120."Uncles Eddies" deed at Liber 6468 Folio 345 et seq. of the Washington County Land records contains a complete chain of title that the Defendant has personally verified in Defendant Justin Holder Exhibit C - Affidavit Record Title annexed to Defendant Justin

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

Holder's Motion to Dismiss Count V - Quiet Title, served August 29th, 2021 and incorporated herein by reference (Affidavit Record Title).

121."Uncles Eddies" deed at Liber 6468 Folio 345 et seq. of the Washington County Land records contains a complete chain of title that Title Expert Tracie Clabaugh has verified and provided an Opinion letter of the same.

122.Samual Cost of Washington County Maryland was predecessor in title to "Uncle Eddie" by virtue of land contained in deed N.N. Folio 520 of the Washington County Land Records (NN520).

123.The third line on the "NN520" description states "to a stone standing at the end of the line of Fellfoot Enlarged"

124.The fourth line on "NN520" description states "N77E 8p to Little Antietam Creek, then down said Creek the nine following courses"

125.The Resurvey of Fellfoot Enlarged, Recorded in the Washington County Land Records at Liber G Folio 621 starting at the end of the eighth line from the bottom of Folio 623 states: "Beginning for Jacob Hesse's part of said land described on the plat by No. 6 at a stone [Not "The Stone"]marked I.H. on one side and M. S. on the other in a lane the ["Not the "Wagon Road"] at the end of two hundred and seventy eight perches and thirteen feet on the forty sixth line of the whole tract and running thence with the outlines of the said whole tract until the fifty seventh line thereof of crosses little Antietam to the east side thereof then up and with the meanders of little Antietam the several following courses...[Next 4 Courses

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

Generally run with the 5th through 8th lines of "NN520" except NN520 is on the west bank and "RSFE" is on the east bank and the lines gradually depart as they approach the confluence of the Big Spring Branch located in the Northeast corner of "Plat 10955"] ...to intersect the 23rd line of the whole Tract than by and with the outlines of the said whole Tract to a Stone [Not "The Stone"]marked I. H. Standing at the end of nine perches and eight links in the twenty seventh line thereof And then by a straight line to the beginning which straight line is the divisional line between the said Jacob Hess and Mich [Spuert]"

126. Plaintiff Jeffrey Young has conspired with Scott and Christine Morral, Benjamin and Lisa Estes, Charles Blancato, Susan Selby and others (the "Conspirators") to pile trees in the road and on property of the Defendant's to interfere with the Defendants property rights. These acts of interference with Public Conveyance are allegedly unlawful under Criminal Article § 10-201. Furthermore the erection of fencing by Scott and Christine Morral and Susan Selby in a stormwater management easement is also unlawful. These malicious, willful evil and unlawful acts that give rise to any action at law bar the conspirators from equitable remedy in the Circuit Court. The Conspirators are nothing more than tortfeasors and criminals demanding the Court reward them for their bad behavior.

127. The centerline of the Weaverton to Roxbury branch of the Washington County Railroad "as built" was lost to antiquity when the railroad was abandoned and the tracks and ties were salvaged on or before November 15th, 1978.

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

128.David Hess of Montgomery County, Ohio, by virtue of 1815 Last will and testament of Jacob Hess on file with the Washington County Register of Wills; was the Grantor of "NN520" to Samual Cost.

129."Uncle Eddie" shares a boundary with Benjamin Estes at the Little Antietam Creek beginning generally at the end of the fourth line of "NN520". Boundary described more particularly in "Affidavit Record Title".

130.In 1866 Parcel "NN520" was bisected by the "Abandoned Railroad" when Sam Cost by virtue of deed located at Liber I.N.18 Folio 488 of the Washington County land Records; Cost Granting the Washington County Railroad rights "through the entirety[sic] of his lands".

131.The "Wagon Road" that burdens Defendant Justin Holder's title located at Liber 6414 Folio 219 was created by the Washington County Railroad Company as required by Section 10 of Chapter 334 of the Acts of Assembly of 1864 ; as aforesaid Act expressly states "ways, either public or private, it shall be the duty of the said President and Directors of said company so to construct the said road across such established road or way, as not to impede the passage or transportation of persons or property along the same, or when it shall be necessary to pass through the lands of any individual it shall also be their duty to provide for such individuals proper wagon, ways across said road or roads, from one part of his lands to the other, and whenever any road or roads may hereafter be authorized to be made by the Legislature, when it may be necessary to cross said railroad, the company shall make

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

or cause to be made a proper and convenient way for road to cross, the expenses of which shall be paid as the Legislature may direct.".

132.The Public Road created by Section 10 of Chapter 334 of the Acts of Assembly of 1864 benefitted at least 3 parcels (Parcels N/F 412, 414 and 127) with unique tax identification numbers in Keedysville, Maryland claimed by 3 unique owners simultaneously until 1963. After 1963 the 3 unique parcels were claimed by at least 2 unique owners simultaneously. On July 6th, 2017 Grantors of instrument recorded in the Washington County Land Records at Liber 5540 Folio 476 claimed to own "Parcels 412 and 127", Bryan Curtis Smith claimed to own "Parcel 414" and was not a party to the aforesaid instrument.

133.The Public "Wagon Road" created by Section 10 of Chapter 334 of the Acts of Assembly of 1864 is depicted on the 1936 J.B. Ferguson Atlas revised 1937 of the Public Roads of Washington County that hangs in the Land Records Room in the Washington County Courthouse. (1936 Atlas)

134.Benjamin Estes is the owner of record of land north of the "Abandoned Railroad" and east of the Little Antietam Creek in Keedysville, Maryland.

135.Plaintiff Jeffrey Young is the owner of record to land south of the "Abandoned Railroad" and east of the "Wagon Road"in Keedysville, Maryland that is bisected by the Little Antietam Creek.

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

136."Uncle Eddie" is the owner of record of land north of the "Abandoned Railroad" and wast of the Little Antietam Creek in Keedysville, Maryland.

137.Scott and Christine Morral and the Stonecrest subdivision as laid out on plat 8292 of the Washington County Land Records (Stonecrest) are the owner of record of land to the north of the "Abandoned Railroad" and burdened by and west of the "Wagon Road" in Keedysville, Maryland.

138.Defendant Justin Holder is the owner of record of land in the middle of "Stonecrest", "Uncle Eddie", Jeffrey Young and Plaintiff Benjamin Estes in Keedysville, Maryland; and maintains exclusive dominion of aforesaid land.

VERIFICATION

I solemnly affirm under the penalties of perjury that the contents of the aforegoing paper are true to the best of my knowledge, information and belief.

_____
Justin Holder

WHEREFORE, Defendant, Justin Holder, denies Plaintiff's claims and demands judgment and declaratory relief in his favor as to all allegations directed against him, for dismissal of Plaintiff's Complaint and Petition, and for such other and further relief as the nature of this Court deems appropriate .

Respectfully submitted,

Justin K. Holder, Pro Se
308 West Chapline Street
Sharpsburg, Maryland 21782
(240) 356-2008

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com

137.Scott and Christine Morral and the Stonecrest subdivision as laid out on plat 8292 of the Washington County Land Records (Stonecrest) are the owner of record of land to the north of the "Abandoned Railroad" and burdened by and west of the "Wagon Road" in Keedysville, Maryland.

138.Defendant Justin Holder is the owner of record of land in the middle of "Stonecrest", "Uncle Eddie", Jeffrey Young and Plaintiff Benjamin Estes in Keedysville, Maryland; and maintains exclusive dominion of aforesaid land.

VERIFICATION

I solemnly affirm under the penalties of perjury that the contents of the aforegoing paper are true to the best of my knowledge, information and belief.

Justin K Holder

Justin Holder

WHEREFORE, Defendant, Justin Holder, denies Plaintiff's claims and demands judgment and declaratory relief in his favor as to all allegations directed against him, for dismissal of Plaintiff's Complaint and Petition, and for such other and further relief as the nature of this Court deems appropriate .

Respectfully submitted,

Justin K. Holder

Pro Se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
jholder2024@Gmail.com

Justin K. Holder, Pro Se
308 West Chapline Street
Sharpsburg, Maryland 21782
(240) 356-2008

NOTICE OF JURY TRIAL

COMES NOW Defendant, Justin Holder, in Proper Person, and files this Notice Requesting a Jury Trial under the 7th Amendment of the United States Constitution and Article 23 of the State Constitution and in accordance with Rule 2-325(a) and MD Cts & Jud Pro Code § 3-404 (2019).

Justin K. Holder, *Pro Se*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 14th day of April, 2022, a copy of the foregoing Second Amended Answer to Plaintiff 2nd Amended Complaint and Notice of Jury Trial was served via the MDEC system to :

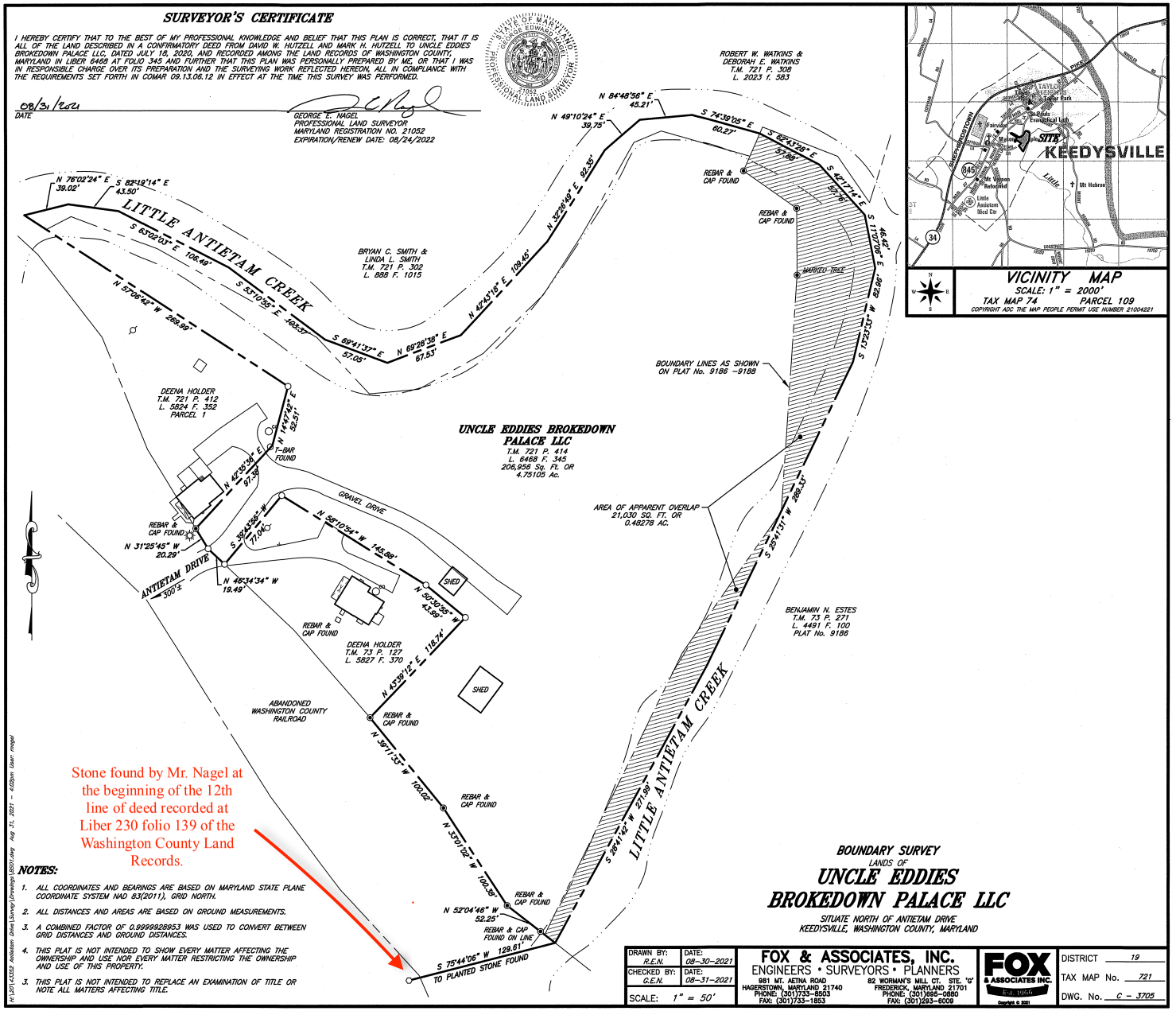
Brendan Callahan, Esq.
Brandy Peeples, Esq.,
Robert Kline, Esq.,
Justin Holder, *Pro Se.*

Justin K. Holder, *Pro Se*

Justin K. Holder

Pro se Litigator

308 W. Chapline St.
Sharpsburg, MD 21782
t: (240) 356-2008
Jholder2004@Gmail.com


SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAN IS CORRECT, THAT IT IS ALL OF THE LAND DESCRIBED IN A CONFIRMATORY DEED FROM DAVID W. HUTZELL AND MARK H. HUTZELL TO UNCLE EDDIES BROKEDOWN PALACE LLC, DATED JULY 18, 2020, AND RECORDED AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 6468 AT FOLIO 345 AND FURTHER THAT THIS PLAN WAS PERSONALLY PREPARED BY ME, OR THAT I WAS IN RESPONSIBLE CHARGE OVER ITS PREPARATION AND THE SURVEYING WORK REFLECTED HEREON, ALL IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN COMAR 09.13.06.12 IN EFFECT AT THE TIME THIS SURVEY WAS PERFORMED.
08/31/2021
DATE
GEORGE E. NAGEL
PROFESSIONAL LAND SURVEYOR
MARYLAND REGISTRATION NO. 21052
EXPIRATION/RENEW DATE: 08/24/2022
STATE OF MARYLAND
GEORGE EDWARD NAGEL
21052
PROFESSIONAL LAND SURVEYOR
ROBERT W. WATKINS & DEBORAH E. WATKINS
T.M. 721 P. 308
L. 2023 F. 583
N 84°48'56" E 45.21'
N 49°10'24" E 39.75'
S 74°39'05" E 60.27'
S 82°43'28" E 57.86'
S 42°17'14" E 57.76'
S 11°07'06" E 46.42'
S 17°21'33" W 82.86'
S 25°41'31" W 288.33'
REBAR & CAP FOUND
REBAR & CAP FOUND
MARCELL TRLE
N 76°02'24" E 39.02'
S 82°49'14" E 43.50'
LITTLE ANTIETAM CREEK
S 63°02'03" E 106.49'
S 33°10'29" E 183.37'
N 32°26'49" E 92.35'
N 42°43'18" E 109.45'
S 69°41'37" E 57.05'
N 69°28'38" E 67.53'
N 57°06'42" W 268.89'
BRYAN C. SMITH & LINDA L. SMITH
T.M. 721 P. 302
L. 888 F. 1015
BOUNDARY LINES AS SHOWN ON PLAT No. 9186 -9188
DEENA HOLDER
T.M. 721 P. 412
L. 5824 F. 352
PARCEL 1
N 14°47'42" E 52.51'
T-BAR FOUND
N 42°35'38" E 91.39'
UNCLE EDDIES BROKEDOWN PALACE LLC
T.M. 721 P. 414
L. 6468 F. 345
206,956 Sq. Ft. OR 4.75105 Ac.
AREA OF APPARENT OVERLAP
21,030 SQ. FT. OR 0.48278 Ac.
GRAVEL DRIVE
REBAR & CAP FOUND
N 31°25'45" W 20.29'
S 32°40'56" W 77.04'
N 58°10'54" W 145.89'
ANTIETAM DRIVE
300' ±
N 46°34'34" W 19.49'
SHED
N 50°39'59" W 43.98'
REBAR & CAP FOUND
DEENA HOLDER
T.M. 73 P. 127
L. 5827 F. 370
N 43°39'12" E 118.74'
SHED
ABANDONED WASHINGTON COUNTY RAILROAD
REBAR & CAP FOUND
N 39°17'53" W 100.02'
REBAR & CAP FOUND
N 33°01'02" W 100.08'
REBAR & CAP FOUND
N 52°04'46" W 52.25'
REBAR & CAP FOUND ON LINE
S 75°44'06" W 129.61'
TO PLANTED STONE FOUND
S 28°41'42" W 271.89'
LITTLE ANTIETAM CREEK
BENJAMIN N. ESTES
T.M. 73 P. 271
L. 4491 F. 100
PLAT No. 9186
Stone found by Mr. Nagel at the beginning of the 12th line of deed recorded at Liber 230 folio 139 of the Washington County Land Records.
NOTES:
1. ALL COORDINATES AND BEARINGS ARE BASED ON MARYLAND STATE PLANE COORDINATE SYSTEM NAD 83(2011), GRID NORTH.
2. ALL DISTANCES AND AREAS ARE BASED ON GROUND MEASUREMENTS.
3. A COMBINED FACTOR OF 0.9999928953 WAS USED TO CONVERT BETWEEN GRID DISTANCES AND GROUND DISTANCES.
4. THIS PLAT IS NOT INTENDED TO SHOW EVERY MATTER AFFECTING THE OWNERSHIP AND USE NOR EVERY MATTER RESTRICTING THE OWNERSHIP AND USE OF THIS PROPERTY.
5. THIS PLAT IS NOT INTENDED TO REPLACE AN EXAMINATION OF TITLE OR NOTE ALL MATTERS AFFECTING TITLE.
SITE
KEEDYSVILLE
VICINITY MAP
SCALE: 1" = 2000'
TAX MAP 74
PARCEL 109
COPYRIGHT ADC THE MAP PEOPLE PERMIT USE NUMBER 21004221
BOUNDARY SURVEY
LANDS OF
UNCLE EDDIES BROKEDOWN PALACE LLC
SITUATE NORTH OF ANTIETAM DRIVE
KEEDYSVILLE, WASHINGTON COUNTY, MARYLAND
DRAWN BY: R.E.N.
DATE: 08-30-2021
CHECKED BY: G.E.N.
DATE: 08-31-2021
SCALE: 1" = 50'
FOX & ASSOCIATES, INC.
ENGINEERS • SURVEYORS • PLANNERS
981 MT. AETNA ROAD
HAGERSTOWN, MARYLAND 21740
PHONE: (301)733-8503
FAX: (301)733-1853
82 WORMAN'S MILL CT. STE. 'G'
FREDERICK, MARYLAND 21701
PHONE: (301)695-0880
FAX: (301)293-8009
FOX & ASSOCIATES INC.
Est. 1956
DISTRICT 19
TAX MAP No. 721
DWG. No. C - 3705

0707